

The Gazette of India



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NOTICE

The undermentioned Gazettes of India Extraordinary were published up to the 6th November, 1961 :—

Issue No.	No. and date	Issued by	Subject
275.	S.O. 2632, dated 2nd November, 1961.	Election Commission, India.	Appointment of officers specified therein to assist the Returning Officer for the Parliamentary Constituency of the Himachal Pradesh.
276.	S.O. 2633, dated 3rd November, 1961.	Do.	Direction to amend Notification No. 56/1/61 (S.O. 2316), dated the 19th September, 1961.
277.	S.O. 2634, dated 4th November, 1961.	Ministry of Information and Broadcasting.	Approval of films specified therein.
278.	S.O. 2669, dated 6th November, 1961.	Ministry of Commerce and Industry.	Cancellation of Order No. S.R.O. 3440/IDRA/19A/5/55, dated the 9th November, 1955.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 10th November 1961

S.O. 2675.—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950 (43 of 1950), the Election Commission, in consultation with the Government of Orissa, hereby nominates

Shri U. N. Rath, I.A.S., as the Chief Electoral Officer for the State of Orissa with effect from the 8th November, 1961 and until further orders *vice* Shri K. S. Bawa, I.A.S.

[No. 154/10/61.]

S.O. 2676.—In exercise of the powers conferred by section 21 and sub-section (1) of section 22 of the Representation of the People Act, 1951 and in supersession of its notification Nos. 434/17/56 and 434/17/56(1), both dated the 7th January, 1957, the Election Commission hereby appoints, in respect of each of the Parliamentary constituencies in the Union Territory of Manipur, specified in column 1 of the Table below,

- (a) the officer designated in the corresponding entry in column 2 of the said Table to be the Returning Officer; and
- (b) the officer designated in the corresponding entry in column 3 of the said Table to be the Assistant Returning Officer.

TABLE

Name of the Constituency	Returning Officer	Assistant Returning Officer
1	2	3
1. Inner Manipur	The Deputy Commissioner and Chief Electoral Officer, Manipur.	Shri Y. Radheyshyam Singh, District Election Officer, Manipur.
2. Outer Manipur	The Deputy Commissioner and Chief Electoral Officer, Manipur.	Shri Y. Radheyshyam Singh, District Election Officer, Manipur.

[No. 434/MR/61.]

By Order,

PRAKASH NARAIN, Secy.

New Delhi, the 11th November 1961

S.O. 2677.—In exercise of the powers conferred by sub-section (1) of section 13B of the Representation of the People Act, 1950 and in supersession of its notification No. 429/18/61, dated the 11th April, 1961, the Election Commission hereby appoints in respect of each of the Parliamentary constituencies in the Union Territory of Manipur, specified in column 1 of the Table below, the officer named in the corresponding entry in column 2 of the said Table to be the Electoral Registration Officer:—

TABLE

Name of the Constituency	Electoral Registration Officer
1	2
1. Inner Manipur	Shri Y. Radheshyam Singh, District Election Officer.
2. Outer Manipur	Shri Y. Radheshyam Singh, District Election Officer.

[No. 429/MR/61.]

By Order,

V. RAGHAVAN, Under Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 6th November 1961

S.O. 2678.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeal) Rules, 1957, namely:—

1. These rules may be called the Central Civil Services (Classification, Control and Appeal) Seventh Amendment Rules, 1961.
2. In part II of the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1957, for the entry "Central Secretariat Stenographers Service, Grades II and IIT" in column 1, the entry "Central Secretariat Stenographers Service, Grade II (Combined)" shall be substituted.

[No. F. 719/61-Ests(A).]

New Delhi, the 13th November, 1961.

S.O. 2679.—In exercise of the powers conferred by the proviso to article 309, and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules to amend the Central Civil Services (Safeguarding of National Security) Rules, 1953, namely:—

1. These rules may be called the Central Civil Services (Safeguarding of National Security) Amendment Rules, 1961.
2. In the Central Civil Services (Safeguarding of National Security) Rules, 1953,—

- (a) in rule 6, for the words, figures and brackets "Parts XII and XIII of the Civil Services (Classification, Control and Appeal) Rules", the following words, figures and brackets shall be substituted, namely:—
"the Central Civil Services (Conduct) Rules, 1955, Parts IV, V and VI of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, and Sections III and IV of the Civilians in Defence Services (Classification, Control and Appeal) Rules, 1952";

- (b) rule 7 shall be omitted and rule 8 shall be re-numbered as rule 7.

[No. F. 23/17(s)/61-Est. (B).]

T. C. A. RAMANUJACHARI, Dy., Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 9th November, 1961

S.O. 2680.—In pursuance of clause (a) of section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorises Shri R. P. Kalra, Registrar in the Commission of India, Singapore, to perform the duties of a Consular Agent from the 30th January, 1962 to the 12th February, 1962, both days inclusive.

[F. No. 6(1)-Cons/61.]

P. H. DESAI, Under Secy.

CABINET SECRETARIAT

(Department of Statistics)

New Delhi, the 6th November 1961

S.O. 2681.—In pursuance of sub-section (1) of section 8 of the Indian Statistical Institute Act, 1959 (57 of 1959), the Central Government hereby appoints a Committee consisting of—

Chairman

1. Shri D. C. Sharma, Member Lok Sabha

Members

2. Prof. K. B. Madhava
3. Dr. B. N. Ganguli, Director, Delhi School of Economics.
4. Shri A. C. Bose, Joint Secretary, Ministry of Finance.

Member-Secretary

5. Shri P. C. Mathew, Additional Secretary, Department of Statistics and Director, Central Statistical Organisation.

and assigns the following duties to the said Committee, namely:—

(a) the preparation and submission to the Central Government of statements showing programmes of work agreed to be undertaken by the Institute during the financial year 1962-63 for which the Central Government may provide funds as well as general financial estimates in respect of such work; and

(b) the settlement on broad lines of the programme of such work.

The programme of work to be recommended by the Committee will comprise of both the project and the non-project work. In respect of the project work, the Committee will also study and make recommendations regarding the basis on which the contract should be drawn up and contract amounts fixed in respect of such work.

2. The Department of Statistics will perform the Secretariat functions of the Committee, the headquarters of which will be at New Delhi.

[No. 10/4/61-Estt.III.]

M. BALAKRISHNA MENON, Under Secy.

SUPREME COURT OF INDIA

New Delhi, the 6th November 1961

S.O. 2682.—In exercise of the powers conferred by clause (2) of Article 146 of the Constitution, the Chief Justice of India, with the approval of the President as respects the rules which relate to salaries, hereby makes the following rules with respect to the conditions of service of persons serving on the Editorial staff attached to the Supreme Court of India:—

RULES

1. (i) These rules shall be called the Supreme Court (Council of Law Reporting) Rules, 1961.

(ii) They shall come into force on the

2. The series of law reports containing the decisions of the Supreme Court of India known and cited as the Supreme Court Reports shall be published under the supervision of a Council to be called the Supreme Court Council of Law Reporting (hereinafter in these rules called "the Council").

3. (i) The Council shall consist of 5 members and shall be constituted as follows:—

- (a) The Chief Justice of India (Chairman),
- (b) Two Judges of the Supreme Court nominated by the Chief Justice of India,
- (c) The Attorney-General for India, and
- (d) One Advocate to be nominated by the executive council of the Supreme Court Bar Association.

(ii) The Registrar of the Supreme Court of India shall be the ex-officio Secretary of the Council.

4. The term of office of the members of the Council shall be as follows:—

- (a) The Chief Justice of India and the Attorney-General for India shall be ex-officio members and shall continue to be members for such period as each of them shall hold his respective office;

- (b) The other members shall hold office for one year from the date of their respective nominations, but each of such members shall be eligible for re-nomination for further terms of one year each so often as the nominating authority may think fit to re-nominate him, provided however that the term of the Judge members shall not extend beyond the term of their office as Judge of the Supreme Court.

5. The powers and duties of the Council shall be as follows:—

- (i) generally to control and supervise the work of the Editorial staff hereinafter mentioned and to issue, from time to time directions or instructions, general or special, in the matter of the preparation, printing and publication of the Supreme Court Reports;
- (ii) to assess, from time to time, the merits or demerits of the work of the Editorial staff or any member thereof;
- (iii) to make arrangements, in consultation with the Controller of Printing and Stationery, Government of India, for printing and publication of the Supreme Court Reports.

6. (i) The strength of the "Editorial Staff" collectively called herein as such and consisting of the Editor, the Assistant Editor and Reporters shall be as shown in the 2nd column of the Schedule attached hereto and the rates of pay of the holders of the said posts shall be those shown against each of the said posts in the 3rd column of the said Schedule.

(ii) The Chief Justice of India may amend the Schedule by increasing or decreasing the number of posts of the categories specified therein provided that the power of the Chief Justice of India to create temporary posts of the categories specified therein shall be limited to the creation of such posts for any specified period not exceeding two years.

7. (i) The appointments of the members of the Editorial staff shall be made by the Chief Justice of India.

(ii) Members of the Editorial Staff shall be appointed for such period as the Chief Justice of India may determine and the period of such appointment may, from time to time, be extended by him, provided that during the period of such appointment the Chief Justice of India may terminate the appointment of any member of the Editorial Staff at any time on a month's notice in writing without assigning any reasons.

8. The Editor assisted by other members of the Editorial Staff shall take all necessary action to ensure that all reportable cases are duly reported in the Supreme Court Reports and in accordance with the directions or instructions issued by the Council from time to time.

9. Members of the Editorial staff, if they are enrolled as Advocates of the Supreme Court of India under the rules of the Court, shall give an undertaking that during the term of their employment as such members, they shall not, except with the permission of the Chief Justice of India, act and plead as Advocates in any court other than the Supreme Court of India and save as aforesaid no such person shall hold or accept any other paid office or appointment without the sanction of the Chief Justice of India.

10. No such person shall use for any purpose whatsoever other than his duties in connection with the Supreme Court Reports, any document or information which has either come into his possession or has been prepared or collected by him in the course of such duties.

11. The Supreme Court Council of Law Reporting Rules, 1955, shall stand cancelled from the date of the coming into force of these Rules:

Provided that any orders or appointments already made under the repealed rules shall continue in force and be deemed to have been made under these rules.

SCHEDULE

Category of post	Number of posts	Rates of pay per mensem
1. Editor	1	Rs. 1000
2. Asstt. Editor	1	Rs. 600
3. Reporter	3	Rs. 450

[No. F. 46/61-SCA(I)]

ARINDAM DUTT, Registrar.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 31st October 1961

S.O. 2683.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following further amendments to the Regulations governing the procedure for Commutation of Pensions, namely:—

In the note below rule 5(ii) of the said regulations, the following sub-paragraph shall be added.

"If the medical examination is to take place in New Delhi, the forms and documents referred to in clause (ii) should be forwarded to the Chairman of the Central Standing Medical Board, Willingdon/Safdar-jang Hospital, New Delhi."

[No. F. 2(16)-EV(C)/61.]

C. K. SUBRAMANIAN, Under Secy.

(Department of Economic Affairs)

New Delhi, the 4th November 1961

S.O. 2684.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Kottapadi Bank Private Ltd., Kottapadi, in respect of the properties held by it in the undernoted localities, till the 15th March 1963:—

1. Pookode Amsam
2. Iringapuram Amsam
3. Manathala Amsam
4. Perakom Amsam
5. Vadakkakad Amsam
6. Valapad Amsam.

[No. F. 4(91)-BC/61.]

New Delhi, the 6th November 1961

S.O. 2685.—In exercise of the powers conferred by sub-section (2) of Section 45 of the Banking Companies Act, 1949 (10 of 1949) and in modification of this Department's notification No. F. 4(87)-BC/61(I), dated 17th October, 1961, the Central Government hereby directs that the order of moratorium made by it in respect of the People's Bank Ltd., shall be in force upto and including the 13th November, 1961.

[No. F. 4(87)-BC/61(I).]

S.O. 2686.—In pursuance of sub-section (7) of Section 45 of the Banking Companies Act, 1949 (10 of 1949), the Central Government hereby specifies the 14th November, 1961, as the prescribed date in relation to the scheme for the amalgamation of the People's Bank Ltd. with the Canara Industrial and Banking Syndicate Ltd. which has been sanctioned by the Central Government under the provisions of the said sub-section.

[No. F. 4(87)-BC/61(I).]

S.O. 2687.—Whereas on the application of the Reserve Bank of India under sub-section (1) of section 45 of the Banking Companies Act, 1949 (Act 10 of 1949), the Central Government has made an order of moratorium in respect of the People's Bank Ltd., Tirthahalli under sub-section (2) of the said section.

And whereas the Reserve Bank of India in exercise of the powers conferred by sub-section (4) of section 45 of the said Act has prepared a scheme for the amalgamation of the People's Bank Ltd. with the Canara Industrial and Banking Syndicate Ltd.

And whereas the Reserve Bank after having sent the said scheme in draft to the banking companies concerned in accordance with the provisions of sub-section (6) of the said section and after having considered the suggestions and objections received in regard to the said scheme has modified that scheme and forwarded it to the Central Government for sanction.

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 45 of the said Act, the Central Government hereby sanctions the scheme on and subject to the terms and conditions hereinafter mentioned.

(1) The People's Bank Ltd. shall be the transferor bank and the Canara Industrial and Banking Syndicate Ltd. shall be the transferee bank.

(2) As from the date which the Central Government may specify for this purpose under sub-section (7) of section 45 of the said Act (hereinafter referred to as the prescribed date) all rights, powers, claims, demands, interests, authorities, privileges, benefits, assets and properties of the transferor bank, movable and immovable, including premises subject to all incidents of tenure and to the rents and other sums of money and covenants reserved by or contained in the leases or agreements under which they are held, all office furniture, loose equipment, plant, apparatus and appliances, books, papers, stocks of stationery, other stocks and stores, all investments in stocks, shares and securities, all bills receivable in hand and in transit, all cash in hand and on current or deposit account (including money at call or short notice) with banks, bullion, all book debts, mortgage debts and other debts with the benefit of the securities, or any guarantee therefor, all other, if any, property rights and assets of every description including all rights of action and benefit of all guarantees in connection with the business of the transferor bank shall, subject to the other provisions of this scheme, stand transferred to, and become the properties and assets of, the transferee bank; and as from the prescribed date all the liabilities, duties and obligations of the transferor bank shall be and shall become the liabilities, duties and obligations of the transferee bank to the extent and in the manner provided hereinafter.

Without prejudice to the generality of the foregoing provisions, all contracts, deeds, bonds, agreements, powers of attorney, grants of legal representation and other instruments of whatever nature subsisting or having effect immediately before the prescribed date shall be effective to the extent and in the manner hereinafter provided against or in favour of the transferee bank and may be acted upon as if instead of the transferor bank the transferee bank had been a party thereto or as if they had been issued in favour of the transferee bank.

If on the prescribed date any suit, appeal or other legal proceeding of whatever nature by or against the transferor bank is pending, the same shall not abate, or be discontinued or be in any way prejudicially affected, but shall, subject to the other provisions of this scheme, be prosecuted and enforced by or against the transferee bank.

If according to the laws of any country outside India the provisions of this scheme, by themselves, are not effective to transfer or vest any asset or liability situated in that country which forms part of the undertaking of the transferor bank to or in the transferee bank, the affairs of the transferor bank in relation to such asset or liability shall, on the prescribed date, stand entrusted to the chief executive officer for the time being of the transferee bank and the chief executive officer may exercise all powers and do all such acts and things as would have been exercised or done by the transferor bank for the purpose of effectively

winding-up its affairs. The chief executive officer shall take all such steps as may be required by the laws of any such country outside India for the purpose of effecting such transfer or vesting and in connection therewith the chief executive officer may, either himself or through any person authorised by him in this behalf, realise any asset or discharge any liability of the transferor bank and transfer the net proceeds thereof to the transferee bank.

(3) The books of the transferor bank shall be closed and balanced and a balance sheet prepared in the first instance as at the close of business on the 27th May 1961 and thereafter as at the close of business on the day immediately preceding the prescribed date and the balance sheets shall be got audited and certified by a Chartered Accountant or a firm of Chartered Accountants approved or nominated by the Reserve Bank of India for the purpose.

A copy each of the balance sheets of the transferor bank, prepared in accordance with the provisions of the foregoing paragraph, shall be filed by the transferor bank with the Registrar of Companies as soon as possible after it has been received and thereafter the transferor bank shall not be required to prepare balance sheets or profit and loss accounts, or to lay the same before its members or file copies thereof with the Registrar of Companies.

(4) The Transferee bank shall in consultation with the transferor bank, value the property and assets and reckon the liabilities of the transferor bank in accordance with the following provisions, namely,

- (a) Investments including Government securities shall be valued at the market rates prevailing on the day immediately preceding the prescribed date provided that the securities of the Central Government such as Post Office Certificates, Treasury Savings Deposit Certificates and any other securities or certificates issued under the small savings scheme of the Central Government shall be valued at their face value or the encashable value as on the said date, whichever is higher.
- (b) Where the market value of any Government security such as the Zamindari abolition bonds or other similar security in respect of which the principal is payable in instalments, is not ascertainable or is, for any reason, not considered as reflecting the fair value thereof or as otherwise appropriate, the security shall be valued at such an amount as is considered reasonable having regard to the instalments of principal and interest remaining to be paid, the period during which such instalments are payable, the yield of any security issued by the Government to which the security pertains and having the same or approximately the same maturity, and other relevant factors.
- (c) Where the market value of any security, share, debenture, bond or other investment is not considered reasonable by reason of its having been affected by abnormal factors, the investment may be valued on the basis of its average market value over any reasonable period.
- (d) Where the market value of any security, share, debenture, bond or other investment is not ascertainable, only such value, if any, shall be taken into account as is considered reasonable, having regard to the financial position of the issuing concern, the dividends paid by it during the preceding five years and other relevant factors.
- (e) Premises and all other immovable properties and any assets acquired in satisfaction of claims shall be valued at their market value.
- (f) Furniture and fixtures, stationery in stock and other assets, if any, shall be valued at the written down value as per books or the realisable value as may be considered reasonable.
- (g) Advances including bills purchased and discounted, book debts and sundry assets, will be scrutinised by the transferee bank and the securities, including guarantees, held as cover therefor examined and verified by the transferee bank. Thereafter, the advances, including portions thereof, will be classified into two categories, namely "Advances considered good and readily realisable" and "Advances considered not readily realisable and/or bad or doubtful of recovery".

II. Liabilities for purposes of this scheme shall include all contingent liabilities which the transferee bank may reasonably be expected or required to meet out of its own resources on or after the prescribed date.

III. Where the valuation of any asset cannot be determined on the prescribed date, it may, with the approval of the Reserve Bank of India be treated partly or wholly as an asset realisable at a later date.

In the event of any disagreement between the transferee bank and the transferor bank as regards the valuation of any asset or the classification of any advance or the determination of any liability, the matter shall be referred to the Reserve Bank of India, whose opinion shall be final, provided that until such an opinion is received, the valuation of the item or portion thereof by the transferee bank shall provisionally be adopted for the purposes of this scheme.

It shall be competent for the Reserve Bank in the event of its becoming necessary to do so, to obtain such technical advice as it may consider to be appropriate in connection with the valuation of any such item of asset or determination of any such item of liability, and the cost of obtaining such advice shall be payable in full out of the assets of the transferor bank.

The valuation of the assets and the determination of the liabilities in accordance with the foregoing provisions shall be binding on both the banks and the members and creditors thereof.

(5) In consideration of the transfer of the property and the assets of the transferor bank to the transferee bank, the transferee bank shall discharge the liabilities of the transferor bank to the extent mentioned in this and succeeding paragraphs.

- (a) The outside liabilities other than deposits as on the prescribed date shall be paid or provided for in full.
- (b) In respect of every savings bank account or current account or any other deposit including a fixed deposit, cash certificate, monthly deposit, deposit payable at call or short notice or any other deposit by whatever name called with the transferor bank, including interest to the extent payable under this scheme, the transferee bank shall open with itself on the prescribed date a corresponding and similar account in the name of the respective holder(s) thereof with a balance equal to the amount or the sum total of the amounts mentioned below, namely,
 - (i) In the first place a sum of two hundred and fifty rupees or the balance in the account whichever may be less, provided that the sum total of the amounts credited in terms of this sub-clause in respect of the accounts standing in the name of any one person (and not jointly with that of any other person) shall not exceed two hundred and fifty rupees;
 - (ii) in the next place the *pro rata* share available in respect of each of the accounts out of the assets referred to in paragraph (4) as valued for the purposes of this scheme, excluding the advances considered not readily realisable and/or bad or doubtful of recovery and any asset or portion of an asset not valued on the prescribed date, after deducting therefrom the amount needed for the payments or provisions mentioned at clause (a) and sub-clause (i) of clause (b) above.

Explanation.—The term '*pro rata*' occurring in this paragraph and elsewhere in this scheme shall mean 'in proportion to the respective amounts remaining due at the time of the payment or distribution'.

- (c) On the prescribed date, the entire amount of the paid-up capital and reserves of the transferor bank shall be treated as provision for bad and doubtful debts and depreciation in other assets of the transferor bank and the rights of the members of the transferor bank shall, in relation to the transferee bank, be as provided for in paragraph (6) below.

(6) In respect of

- (a) every account mentioned in clause (b) of the preceding paragraph, the balance in the account, if any, remaining uncredited in terms of sub-clauses (i) and (ii) of that clause; and
- (b) every share in the transferor bank, the amount which was treated as paid-up towards share capital by or on behalf of each shareholder immediately before the prescribed date and/or the amount paid on

account of the calls made by the transferee bank in pursuance of clause (i) below

shall be treated as a collection account and shall be entered as such on the books of the transferee bank and payments against the account shall be made in the following manner, namely,

- (i) the transferee bank shall call upon every person who on the prescribed date was registered as the holder of a share in the transferor bank (or who would have been entitled to be so registered) to pay, within three months from such date as may be specified, the calls in arrears and the transferee bank shall take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts due under this clause, together with interest at six per cent per annum for the period of the default;
 - (ii) the transferee bank shall, in respect of the advances, bills purchased and discounted, book debts and sundry debts and other assets, which are classified as "Advances considered not readily realisable and/or bad or doubtful of recovery", or which are or may be realisable wholly or partly after the prescribed date in terms of paragraph (4) above, take all available steps having regard to the circumstances of each case to demand and enforce payment, provided, however, that if the amount of the debt exceeds Rs. 2,000 the transferee bank shall not except with the approval of the Reserve Bank of India.
 - (a) enter into a compromise or arrangement with the debtor or any other person,
 - (b) sell or otherwise dispose of any securities transferred to it;
 - (iii) the transferee bank shall in addition take all available steps having regard to the circumstances of each case to demand and enforce the payment of the amounts, if any, awarded as damages by the High Court against any promoter, director, manager or other officer of the transferor bank under section 45L of the Banking Companies Act read with section 45H thereof and also with section 543 of the Companies Act, 1956.
 - (iv) the transferee bank may, out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above, make payment or provision in respect of any contingent liability to the extent that the provision made therefor under paragraph (5)(a) proves inadequate, as also, with the prior approval of the Reserve Bank, in respect of any liability which was not assessed in terms of paragraph (4) above and has arisen or been discovered on or after the prescribed date.
 - (v) the transferee bank shall, at such periodical intervals as may be possible or convenient, make out of the realisations effected by it on account of the items mentioned in clauses (i), (ii) and (iii) above, after deducting therefrom the expenditure incurred for the purpose, and the amount appropriated therefrom in terms of clause (iv) above, or out of the balance, if any, which may be available from out of the contingent liabilities as reckoned for the purposes of this scheme after the extent of such liabilities has been finally ascertained, payments *pro rata* in the manner and to the extent specified below:
 - (a) in the first place the amounts due to the collection accounts of the depositors of the transferor bank till payment in full against all the accounts has been made; and thereafter
 - (b) in the next place the amounts, if any, due to the accounts of the former shareholders of the transferor bank
- Provided that the transferee bank shall make the payments referred to in sub-clause (a) above,
- (i) if the corresponding or similar account mentioned in clause (b) of paragraph 5 has not been closed or has not matured for payment, by credit to that account; and
 - (ii) if the said account has been closed or has matured for payment, in cash.

Provided further that the transferee bank shall give to any person to whom any payment may be due against an account mentioned in sub-clause (b) above such reasonable notice not exceeding three months and not being less than one month, as it may consider appropriate, of the payment being due, and

(a) if during the period of this notice a request has not been received in writing for the payment of the amount due in cash and if the amount of the payment due is also not less than the highest closing price of an ordinary share in the transferee bank as quoted on any recognised stock exchange on or immediately before the date on which the notice is issued, or where the ordinary share of the transferee bank is not quoted on any recognised stock exchange the price of the share as determined by the Reserve Bank, the transferee bank shall allot to the payee a share of shares in the transferee bank to the extent possible and disburse in cash the balance, if any, of the amount which may be due; and

(b) if the conditions mentioned in sub-clause (a) above are not fulfilled the transferee bank shall disburse the amount in cash.

Provided further that:

(a) the allotment of the shares or the payments aforesaid shall in each case be made before the end of six months from the date on which notice of the payment falling due is deemed to have been served in accordance with the provisions of this scheme and

(b) the share capital of the transferee bank shall be deemed to have been increased, and it shall also be lawful for the transferee bank to issue the shares, in the manner and to the extent specified for the purposes of this scheme.

(vi) the amounts due to the collection accounts referred to in this paragraph shall be deemed to be a liability of the transferee bank only to the extent provided for in this scheme.

(vii) on the expiry of twelve years from the prescribed date or such earlier period as the Central Government after consulting the Reserve Bank of India may specify for this purpose, any item referred to in clause (ii) of this paragraph which may not have been realised by that date shall be valued by the transferee bank in consultation with the Reserve Bank and the transferee bank shall distribute any amount or amounts determined in the light of that valuation after deducting therefrom any sum necessary for meeting the liabilities referred to in clause (iv) of this paragraph which may remain unsatisfied as on that date, to the depositors and shareholders in the order and in the manner provided for in clause (v) of this paragraph.

(7) Notwithstanding anything to the contrary contained in any contract, express or implied, no interest shall accrue on account of a deposit or other liability in any account mentioned in paragraphs (5) and (6) after the date of the moratorium and interest shall be paid only in respect of the new accounts opened with the transferee bank in terms of paragraph (5) and credited in accordance with the provisions of that or the next succeeding paragraph and only at such rates as the transferee bank may allow.

(8) No depositor or other creditor of the transferor bank shall be entitled to make any demand against the transferor bank or the transferee bank in respect of any liability of the transferor bank to him except to the extent prescribed by this scheme.

(9) No suit or other legal proceedings shall lie against the Central Government, the Reserve Bank of India or the transferee or the transferor bank for anything which is in good faith done or intended to be done in pursuance of this scheme.

(10) All the employees of the transferor bank other than those specified in the schedule referred to in the succeeding paragraph shall continue in service and be deemed to have been appointed by the transferee bank at the same remuneration and on the same terms and conditions of service as were applicable to such employees immediately before the 28th May, 1961.

Provided that the employees of the transferor bank who have, by notice in writing given to the transferor or the transferee bank at any time before the expiry of one month next following the date on which this scheme has been

sanctioned by the Central Government, intimated their intention of not becoming employees of the transferee bank, shall be entitled to the payment of such compensation, if any under the provisions of the Industrial Disputes Act, 1947 and such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible under the rules or authorisations of the transferor bank immediately before the 28th May, 1961.

Provided further that the transferee bank shall in respect of the employees of the transferor bank who are deemed to have been appointed as employees of the transferee bank be deemed also to have taken over liability for the payment of retrenchment compensation in the event of their being retrenched while in the service of the transferee bank, on the basis that their service has been continuous and has not been interrupted by their transfer to the transferee bank.

(11) The persons specified in the schedule annexed to this scheme shall, on the prescribed date, cease to be the employees of the transferor bank, and notwithstanding anything contained in any law for the time being in force or any agreement or contract, the persons so specified shall be entitled to and only to such pension, gratuity, provident fund and other retirement benefits as may be ordinarily admissible to them under the rules or authorisations of the transferor bank immediately before the 28th May, 1961:

Provided that the compensation if any for the loss of employment, so far as it relates to the unexpired portion of any contract of service, shall be such and only such as may be determined by the Reserve Bank (whose determination in this respect shall be final and binding):

Provided further that nothing herein shall be deemed to prevent the transferee bank from re-employing any person whose name has been specified in the schedule annexed to this scheme in such capacity and on such terms and conditions as the transferee bank may deem fit:

Provided further that nothing in this paragraph shall be deemed to affect the dismissal of, or the validity of any action taken by the transferor bank in relation to, Shri M. Govinda Kamath, ex-Chief Executive Officer and Manager of Shimoga Branch of the transferor bank.

(12) The transferee bank shall, on the expiry of a period not longer than three years from the date on which this scheme is sanctioned, pay or grant to the employees of the transferor bank the same remuneration and the same terms and conditions of service as are applicable to the employees of corresponding rank or status of the transferee bank subject to the qualifications and experience of the said employees of transferor bank being the same as or equivalent to those of such other employees of the transferee bank:

Provided that if any doubt or difference arises as to whether the qualifications or experience of any of the said employees are the same as or equivalent to the qualifications and experience of the other employees of corresponding rank or status of the transferee bank or as to the procedure or principles to be adopted for the fixation of the pay of the employees in the scales of pay of the transferee bank, the doubt or difference shall be referred to the Reserve Bank of India whose decision thereon shall be final.

(13) The trustees or administrators of any provident fund constituted for the employees of the transferor bank or as the case may be the transferor bank shall on or as soon as possible after the prescribed date transfer to the trustees of the employees provident fund constituted for the transferee bank, or otherwise as the transferee bank may direct, all the monies and investments held in trust for the benefit of the employees of the transferor bank:

Provided, however, that such latter trustees shall not be liable for any deficiency in the value of investments, or in respect of any act, neglect, or default done before the prescribed date.

(14) The transferee bank shall submit to the Reserve Bank of India such statements and information as may be required by the Reserve Bank of India from time to time regarding the implementation of this scheme.

(15) Any notice or other communication required to be given by the transferee bank shall be considered to be duly given, if addressed and sent by pre-paid ordinary post to the addressee at the address registered in the books of the transferor bank, until a new address is registered in the books of the transferee bank, and such notice shall be deemed to be served on the expiry of forty-eight hours after it has been posted. Any notice or communication which is of general interest

shall be advertised in addition in one or more daily newspapers which may be in circulation at the places where the transferor bank was transacting its business.

(16) If any doubt arises in interpreting any of the provisions of this scheme, the matter shall be referred to the Reserve Bank of India and its opinion shall be conclusive and binding on both the transferee and transferor banks, and also on all the members, depositors and other creditors and employees of each of these banks and on any other person having any right or liability in relation to any of these banks.

(17) If any difficulty arises in giving effect to the provisions of this scheme, the Central Government may issue to the transferor and the transferee banks or to either of them such directions not in consistent with this scheme as may appear to the Central Government, after consulting the Reserve Bank of India, to be necessary or appropriate for the purpose of removing the difficulty.

Schedule attached to and forming part of the scheme for the amalgamation of the People's Bank Ltd. as sanctioned by the Central Government under sub-section (7) of Section 45 of the Banking Companies Act, (10 of 1949).

<i>Name of the employee</i>	<i>Designation in the transferor bank</i>
1. Shri S. V. Gundappa	Chief Executive Officer.
2. Shri M. U. Pai	Manager, Bhadravati Branch.
3. Shri B. K. Srinivasa Murthy	Manager, Bhadravati Branch.
4. Shri K. S. Nagappayya	Manager, Shiralkoppa Branch.
5. Shri S. Dharma Rao	Manager, Tirthahalli Branch.

[No. F. 4(87)-BC/61(I).]

R. K. SESHADRI, Dy. Secy.

(Department of Revenue)

INCOME-TAX

New Delhi, the 16th October 1961

S.O. 2688.—In exercise of the powers conferred by clause (iia) of sub-section (3) of section 4 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Government hereby specifies 'golf' as one of the games for the purposes of the said clause.

This notification shall have effect from the 1st April, 1961.

[No. 67/1(41)-61/TPL.]

I. P. GUPTA, Dy. Secy.

(Department of Revenue)

CUSTOMS

New Delhi, the 11th November 1961

S.O. 2689.—In exercise of the powers conferred by section 19 of the Sea Customs Act, 1878 (8 of 1878), the Central Government hereby prohibits the bringing of the rhino trophies and other products thereof from Nepal into India.

[No. 175/F. No. 80/72/61-L.C.I.]

L. S. MARTHANDAM, Under Secy.

(Department of Revenue)

ORDER

STAMPS

New Delhi, the 10th November 1961

S.O. 2690.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899) the Central Government hereby remits the duty with which the receipts issued by the Madras State

Electricity Board during the period from the 2nd September, 1958 to the 31st March, 1960 (both days inclusive) are chargeable under the said Act.

[No. 9/F. No. 1/38/60-Stamps-Cus. VII.]

J. DATTA, Under Secy.

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 11th November 1961

S.O. 2691.—In exercise of the powers conferred by section 12 of the Sea Customs Act, 1878 (8 of 1878), as in force in India and as applied to the State of Pondicherry, the Central Board of Revenue hereby declares that the place known as Minicoy Island in the Arabian Sea off the coast of Malabar shall be a port for the carrying on of coasting trade with Customs ports generally and for no other purpose.

[No. 174/F. No. 2/10/61-L.C.I.]

LAND CUSTOMS

New Delhi, the 11th November 1961

S.O. 2692.—In exercise of the powers conferred by clause (a) of section 11 of the Sea Customs Act, 1878 (8 of 1878), the Central Board of Revenue hereby rescinds its notification No. 3/F. No. 100/20/59-L.C.I., dated the 8th May, 1961.

[No. 7/F. No. 2/10/61-L.C.I.]

S.O. 2693.—In exercise of the powers conferred by section 4 of the Land Customs Act, 1924 (19 of 1924), the Central Board of Revenue hereby makes the following further amendments in its notification No. 22-Customs, dated the 2nd February, 1952, namely:—

In the Schedule appended to the said notification, under heading "C. Land Customs Areas under the jurisdiction of the Collector of Central Excise and Land Customs, West Bengal, Calcutta", under the sub-heading "Howrah and Calcutta Area", for the entries of item 26, the following entries shall be substituted, namely:—

- | | |
|--|---|
| <p>"Chitpur Railway Station and
Dhaniaghat River Station</p> | <p>(a) The Sealdah-Poradah Railway line passing through Gede Railway Station and the Calcutta-Khulna Railway line passing through Bongaon.
(b) The Sealdah-Lalgola Railway line.
(c) River route from Calcutta to East Pakistan via Beharikhali."</p> |
|--|---|

[No. 8/F. No. 2/7/61-L.C.I.]

L. S. MARTHANDAM, Under Secy.

OFFICE OF THE COLLECTOR OF CENTRAL EXCISE, BOMBAY

Bombay, the 25th October 1961

S.O. 2694.—In exercise of the powers conferred by Rule 233 of the Central Excise Rules, 1944 and in supersession of the Collectorate Notification No. CX-233/2/56 of 1956 dated the 20th December, 1956, I hereby direct that the manufacturers of all excisable goods shown in the First Schedule to the Central Excises & Salt Act, 1944, within the jurisdiction of the Central Excise Collectorate, Bombay, shall give to the Superintendent of Central Excise having jurisdiction over the factory of manufacture, and also to the Proper Officer of the Central Excise I/c. of the manufacturing unit, in the Form appended, a declaration of the working shifts and the hours thereof and the weekly holidays and other

holidays to be observed within 14 days of the date of this Notification, if not already given in accordance with the Notification dated the 20th December, 1956 referred to above or where a new factory has been brought under excise control within 14 days from the date of such factory was brought under excise control.

Where a manufacturer intends to make any change in the number of working shifts or the hours thereof or in the weekly holidays or other holidays declared by him, he shall give written notice thereof specifying the change at least 48 hours before giving effect to it to the Central Excise officers mentioned above.

NOTICE OF WORKING HOURS

To

The Superintendent of Central Excise,

.....

I/We hereby give notice that the following schedule of working hours and weekly holidays and other holidays shall be observed in my/our factory particulars of which are given below with effect from A.M./P.M. of 196.... and until further notice.

1. Name of the factory and C. Ex. licence No.
2. Particulars of the excisable commodity manufactured
3. Address
4. Schedule of shifts and working hours

Shifts.	Hours of work		if any	
	From :	To	From :	To
1		2		3
1st Shift				
2nd Shift				
3rd Shift				
5. Weekly holidays.				
6. Other holidays.				

Signature of the manufacturers.

Address:—

Date:—

Time:—

Place:—

Copy to the Dy. Supdt i/c of the factory
Inspector

[No. CX-233/2/61 of 1961.]

[No. F. VI(26A)21-44/61.]

G. KORUTHU, Collector.

OFFICE OF THE ASSTT. COLLECTOR OF CENTRAL EXCISE,
GOA FRONTIER DIVISION, 71 CLUB ROAD, BELGAUM

NOTICE

Belgaum, the 3rd November 1961

S.O. 2695.—Whereas it appears that the goods as mentioned in the under-mentioned table seized in the vicinity of the Indo-Goa border, were imported by

land from Goa (Portuguese possessions in India) India in contravention of the Rules and Notifications as mentioned against each.

Sl. No.	Date and place of seizure	By whom detected	Description of goods	Quantity	Rules contravened
1	2	3	4	5	6
226/61	10-9-61. Found in S. T. Bus No. MYG-1107 at Baikhhol Jetty, Karwar.	S.I.C. Ex, Karwar Port.	(1) Black Hair Nets (2) Decron cloth (3) White Tyrlinc cloth (Plain). (4) Do. (Lined) (5) Hold-all (Snuff-coloured) (6) Cotton Pillow (7) Cushion cloth (Pillow case).	475 Dozens. 4 Yrds. 14 Yrds. 14 Yrds. One One One	The Government of India Ministry of Commerce and Industry Import (Control) Order No. 17/55 dated 7-12-55 as subsequently amended, issued under Sec. 3 and 4-A of the Imports & Exports (Control) Act, 1947, and further deemed to have been issued under Section 19 of the Sea Customs Act, 1878.

2. Now, therefore, any person claiming the goods is hereby called upon to show cause to the Asstt. Collector of Central Excise and Land Customs, Goa Frontier Division Belgaum why the above mentioned goods should not be confiscated under Section 5(3) of the Land Customs Act, 1924 read with Section 167(8) and 168 of the Sea Customs Act, 1878, and why a penalty should not be imposed on him under Section 7(1)(c) of the Land Customs Act, 1924.

3. If such an owner fails to turn up to claim the above mentioned unclaimed goods or to show cause against, the action proposed to be taken within 30 days from the date of publication of this notice in the Govt. of India Gazette, the goods in question will be treated as unclaimed and the case will be decided accordingly.

[No. VIII(b)10-226/61.]

E. R. SRIKANTIA,
Asstt. Collector.

MINISTRY OF COMMERCE AND INDUSTRY

RUBBER CONTROL

New Delhi, the 6th November 1961

S.O. 2696.—In exercise of the powers conferred by Clauses (b), (c) and (d) of sub-section (3) of section 4 of the Rubber Act, 1947 (24 of 1947), read with sub-rules (2), (3) and (4) of rule 3 of the Rubber Rules, 1955, the Central Government hereby notifies the nomination of the following persons as members of the Rubber Board for a period of three years with effect from the 6th November, 1961 to represent the various Governments and interests as shown against their names, namely:—

Nominated by the Government of Madras to represent that Government

1. Shri C. A. R. Bhadrán, Chief Conservator of Forests, Government of Madras, Madras.

Nominated by the Government of Kerala to represent that Government

2. Dr. M. S. Nair, Director of Rubber Plantations, Government of Kerala, Trivandrum.

Nominated by the Central Government to represent the small growers in the State of Kerala

3. Shri V. R. Narayanan Nair, Convent Road, Trivandrum-1.
4. Shri V. J. Kurian, Arakkunnam P.O., Via, Tripumithura (Kerala).
5. Shri George John, Pearl Hill, Kottayam (Kerala).

Nominated by the Central Government to represent the rubber manufacturers

6. Shri A. T. Mathyoo, Secretary, Association of Rubber Manufacturers in India, 57-B, Free School Street, Calcutta-16.
7. Shri K. M. Philip, M/s. Madras Rubber Factory Private Limited, Post Box No. 3760, Dhun Building, 175/A, Mount Road, Madras-2.

Nominated by the Central Government to represent labour

8. Shri P. Ramalingam, General Secretary, Kerala State Plantation Labour Federation, Plantation Grove, Trivandrum.
9. Shri K. Karunakaran, General Secretary, Indian National Trade Union Congress, Kerala Branch, P.O. Trichur (Kerala).
10. Dr. T. T. Chacko, General Secretary, Thiru-Cochi Thottam Thozhilali Union, Mundakayam (Kerala).

Nominated by the Central Government to represent 'other interests'

11. Shri C. H. S. London, M/s. Harrisons and Crossfield Limited, Quilon (Kerala).
12. Shri M. P. Cherian, Group Manager, Kuttanad Plantations Limited, P.O. Box 82, Calicut (Kerala).

[No. 15(2)Plant(B)/61.]

TEA CONTROL

New Delhi, the 14th November, 1961

S.O. 2697.—Whereas the Central Government considers it necessary or expedient in the public interest that the restrictions imposed by sections 19, 20, 21(1), 21(2), 21(3), 22 and 23 of the Tea Act, 1953 (29 of 1953) should cease to be imposed.

Now therefore, in exercise of the powers conferred by sub-section (1) of section 48 of the said Act, the Central Government hereby suspends the operation of the said sections 19, 20, 21(1), 21(2), 21(3); 22 and 23 until further orders.

[No. 12(2)Plant(A)/61.]

B. KRISHNAMURTHY, Under Secy.

ORDERS

New Delhi, the 13th November 1961

S.O. 2698.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints Dr. V. Subrahmanyam to be a member of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry No. S.O. 2603, dated the 17th October, 1960 for the scheduled industries engaged in the manufacture or production of sugar, till the

16th October, 1962 and directs that the following amendment shall be made in the said Order, namely:—

In paragraph 1 of the said Order after entry No. 17 relating to Shri J. M. Saha, the following entry shall be inserted, namely:—

<p>"17A. Dr. V. Subrahmanyam, Director, Central Food Technological Research Institute, Mysore.</p>	<p>Technical knowledge.</p>	<p>Member."</p>
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[No. 1(4) L. Pr./60.]

S.O. 2699 IDRA/6/5.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints Shri Ravi L. Kirloskar to be a member of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry No. S.O. 2276, dated the 11th September, 1961 for the scheduled industries engaged in the manufacture or production of electric motors and of machinery and equipment for the generation, transmission and distribution of electric energy (excluding house service meters and panel instruments), upto the 10th September, 1963 and directs that the following amendments shall be made in the said Order, namely:

In paragraph 1 of the said Order, for entry No. 2 relating to Shri N. W. Gurjar, the following entry shall be substituted, namely:—

<p>"2. Shri Ravi L. Kirloskar, M/s. Kirloskar Electric Co. Ltd., Post Box No. 1017, Bangalore-3.</p>	<p>Owners."</p>
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[No. 1(5) L. Pr./60.]

CORRIGENDUM

New Delhi, the 13th November 1961

S.O. 2700.—In the Ministry of Commerce and Industry Order No. 2276, dated the 11th September, 1961, published in Part II Section 3 sub-section (ii) of the Gazette of India, dated the 23rd September, 1961:

<p>(1) For "12. Dr. H. M. Patel, Director, M/s. Laminating Ltd., Hyderabad.</p>	<p>Owners."</p>
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<p>Read "12. Dr. H. N. Patel, Executive Director, M/s. Bakelite (India) Private Ltd., India House, Post Box No. 1948, Bombay-1.</p>	<p>Owners."</p>
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(2) For "23. Shri Rati Lal Patel, Consumers."
Chief Engineer (Electricity),
Government of Gujrat,
Ahmedabad.

Read "23. Shri R. P. Patel, Consumers."
Chief Engineer,
The Gujrat Electricity Board,
Kothi Office,
Baroda.

[No. 1(5) L. Pr./60.]

S.O. 2701.—In the Ministry of Commerce and Industry Order No. 1809, dated the 18th July, 1960, published in Part II Section 3 sub-section (ii) of the Gazette of India, dated the 23rd July, 1960, as amended from time to time:

For "13E. Shri M. L. Sahoo, Technical Member."
Soap and Glycerine Factory, knowledge.
M/s. Bharat Starch & Chemicals Ltd.,
P.O. Yamunanagar,
District Ambala (Panjab).

Read "13E. Shri M. L. Sahoo, Technical Member."
Chief Chemist, knowledge.
Soap Department,
M/s. Kusum Products Ltd.,
P.O. Rishra,
District Hooghly (West Bengal).

[No. 4(8) L. Pr./60.]

B. R. ABHYANKER, Under Secy.

(Office of the Joint Chief Controller of Imports and Exports)

NOTICES

Calcutta, the 12th April 1961

S.O. 2702.—It is hereby notified, that in exercise of the powers conferred by clause 9 of the Import (Control) Order, 1955, the Government of India, in the Ministry of Commerce & Industry propose to cancel licence No. E468282/60/EI/CCI/C, dated 22nd June, 1960 valued at Rs. 2,000 for the import of Raw materials for paints (Serial No. 34-37-D/V) from the Soft Currency Area except Union of South Africa, granted by the Joint Chief Controller of Imports and Exports, Calcutta to M/s. The General Merchandise Dealers Ltd., 135, Canning Street, Calcutta, unless sufficient cause against this is furnished to the Joint Chief Controller of Imports and Exports, Calcutta within ten days of the date of issue of this notice, by the said M/s. The General Merchandise Dealers Ltd., 135, Canning Street, Calcutta or any Bank, or any other party, who may be interested in it.

2. In view of what is stated above, M/s. The General Merchandise Dealers Ltd., 135, Canning Street, Calcutta, or any Bank, or any other party, who may be interested in the said licence No. E468282/60/EI/CCI/C, dated the 22nd June, 1960 are hereby directed not to enter into any commitments against the said licence and return it immediately to the Joint Chief Controller of Imports and Exports, Calcutta.

To

Messrs. The General Merchandise Dealers Ltd.,
135, Canning Street,
Calcutta.

[No. 222/60/CDN-II.]

S.O. 2703.—It is hereby notified, that in exercise of the powers conferred by clause 9 of the Import (Control) Order, 1955, the Government of India, in the Ministry of Commerce & Industry propose to cancel licence No. E 468282/60/EI/CCI/C, dated 22nd June, 1960 valued at Rs. 1,000 for the import of Artists materials as specified in Appendix XX subject to the conditions stated therein (Serial No. 34-37-D/V) from the Soft Currency Area except Union of South Africa, granted by the Joint Chief Controller of Imports and Exports, Calcutta to M/s. The General Merchandise Dealers Ltd., 135, Canning Street, Calcutta, unless sufficient cause against this is furnished to the Joint Chief Controller of Imports and Exports, Calcutta, within ten days of the date of issue of this notice, by the said M/s. The General Merchandise Dealers Ltd., 135, Canning Street, Calcutta or any Bank, or any other party, who may be interested in it.

2. In view of what is stated above, M/s. The General Merchandise Dealers Ltd., 135, Canning Street, Calcutta, or any Bank, or any other party, who may be interested in the said licence No. E 468281/60/EI/CCI/C, dated the 22nd June, 1960 are hereby directed not to enter into any commitments against the said licence and return it immediately to the Joint Chief Controller of Imports and Exports, Calcutta.

To

Messrs. The General Merchandise Dealers Ltd.,
135, Canning Street,
Calcutta.

[No. 222/60/CDN-I.]

S. K. SEN, Jt. Chief Controller.

(Indian Standards Institution)

New Delhi, the 31st October 1961

S.O. 2704.—In partial modification of the rate of marking fee for PVC Cables and Cords, notified in the Schedule annexed to the Ministry of Commerce and Industry (Indian Standards Institution), Notification No. S.O. 2953, dated the 28th November 1960, published in the Gazette of India, Part II—Section 3—Sub-Section (ii), dated the 10th December 1960, the Indian Standards Institution hereby notifies that the marking fee per unit for PVC Cables and Cords, details of which are given in the Schedule hereto annexed, has been revised. The revised rate of marking fee shall come into force with effect from 1st November, 1961.

THE SCHEDULE

Sl. No.	Product/Class of Products	No. and title of relevant Indian Standard	Unit	Marking Fee per Unit
1	PVC Cables and Cords,	IS : 694-1960 Specification for PVC Cables and Cords for Electric Power and Lighting for Working Voltages up to and including 650 Volts to Earth (Tentative, Amended).	1,000 Metres	25 nP per unit for the first 5,000 units with a minimum of Rs. 1,250.00 for production during a calendar year; 15 nP per unit for the 5,001st unit and above.

[No. MD/18:2.]

New Delhi, the 2nd November 1961

S.O. 2705.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendments to the Indian Standards given in the Schedule hereto annexed have been issued under the powers conferred by sub-regulation (1) of regulation 3 of the said regulations.

THE SCHEDULE

Sl. No.	No. and title of the Indian Standard amended	No. & date of Gazette Notification in which the establishment of the Indian Standard was notified	No. & date of the Amendment	Brief particulars of the Amendment	Date of effect of the Amendment
(1)	(2)	(3)	(4)	(5)	(6)
1	IS : 191-1958 Specification for Copper (<i>Revised</i>).	S.O. 2654 dated 27 December 1958	No. 1 September 1961	<p>(i) The existing clause 0.2 has been deleted and substituted by a new clause.</p> <p>(ii) In clause 0.4, line 5 the following has been added as second sentence after the first sentence ending with 'bars':</p> <p>'Phosphorus deoxidised copper (non-arsenical), phosphorus deoxidised arsenical copper and tough pitch arsenical copper are normally available in the form of cakes, slabs and billets'.</p> <p>(iii) In clause 1.1 add the following after grade (d) :</p> <p>(e) Phosphorus deoxidised copper (non arsenical) (DHP),</p> <p>(f) Phosphorus deoxidised arsenical copper (DPA), and</p> <p>(g) Tough-pitch arsenical copper (ATP).'</p> <p>(iv) A new clause has been added after clause 10.2 and subsequent clauses have been re-numbered.</p> <p>(v) The existing Table I has been deleted and substituted by a new Table.</p>	15th November 1961

(1)	(2)	(3)	(4)	(5)	(6)
2	IS : 247-1957 Specification for Anhydrous Sodium Sulphate (<i>Revised</i>).	S.O. 410 dated 5 April 1958	No. 1 September 1961	<p>(i) In Sub-clause A-3·2·1 line 7 '200 g' has been substituted for '225 g (or 8 oz)'.</p> <p>(ii) In Sub-clause A-3·2·1, line 8 '100 g' has been substituted for '110 g (or 4 oz)'.</p> <p>(iii) In Sub-clause B-9·1·1, line 2 '60 ml' has been substituted for '60 ml (or 2 oz)'.</p> <p>(iv) In Figure 1 '60 ml Bottle' has been substituted for '2 oz or 60 ml Bottle'.</p>	15th November 1961
3	IS : 248-1961 Specification for Sodium Bisulphite (Sodium Metabisulphite).	S.O. 1633 dated 15 July 1961	No. 1 September 1961	<p>(i) In Appendix A, clause 3·1, line 5 '2kg' has been substituted for '5 lb (or 2 kg)'.</p> <p>(ii) In Appendix A, clause 4·1, line 1 '500 g' has been substituted for '1 lb (or 450 g)'.</p>	15th November 1961
4	IS : 253-1950 Specification for Edible Common Salt (<i>Tentative</i>).	S.R.O. 658 dated 26 March 1955	No. 1 September 1961	<p>(i) In Appendix A, Sub-clause 2·1·1, lines 2 and 3 '0·5 kg' has been substituted for '1 lb (or 0·5 kg)'.</p> <p>(ii) In Appendix A, Sub-clause 2·1·2, line 12 '2 kg' has been substituted for '4lb (or 2 kg)'.</p> <p>(iii) In Appendix A, Sub-clause 2·2·4, line 4 '200 g' has been substituted for '0·5 lb (or 225 g)'.</p> <p>(iv) In Appendix A, Sub-clause 2·2·4, line 6 '5 kg' has been substituted for '10 lb (or 4·5 kg)'.</p> <p>(v) In Appendix A, clause 2·3, line 2 '0·5 kg' has been substituted for '1 lb (or 450 g)'.</p>	15th November 1961
5	IS : 283-1959 Specification for Porcelain Insulators for Telegraph and Telephone Lines (<i>Revised</i>).	S.O. 485 dated 27 February 1960	No. 1 July 1961	<p>(i) In Sub-clause 0·4·1 please read 'IS : 1441-1960' for 'IS : 1441-1959'.</p> <p>(ii) at pages 3 and 4 the existing figures 1, 2 and 3 have been deleted and substituted by new figures.</p>	15th November 1961

(1)	(2)	(3)	(4)	(5)	(6)
6.	IS : 295-1951 Specification for Bleaching Powder, Unstabilized.	S.R.O. 658 dated 26 March 1955	No. 1 September 1961	(i) In Appendix A, clause 3.1, line 6 '2 kg' has been substituted for '5 lb (or 2 kg)'. (ii) In Appendix A, clause 4.1, line 2 '200 g' has been substituted for '0.5 lb (or 225 g)'.	15th November 1961
7.	IS : 296-1951 Specification for Anhydrous Sodium Carbonate, Pure and Analytical Reagent.	S.R.O. 658 dated 26 March 1955	No. 1 September 1961	(i) In Appendix A, clause 3.1, line 6 '2 kg' has been substituted for '5 lb (or 2 kg)'. (ii) In Appendix A, clause 4.1, line 2 '200 g' has been substituted for '0.5 lb (or 225 g)'. (iii) In Appendix A, clause 4.1, line 3 '100 g' has been substituted for '4 oz (or 110 g)'. (iv) In Appendix B, Sub-clause 15.1.1, line 2 '60 ml' has been substituted for '2 oz'. (v) In Figure 1 on page 9 '60 ml Bottle' has been substituted for '2 oz or 60 ml Bottle'. (vi) In Appendix B, Sub-clause 15.2.13, line 2 'Passing IS Sieve 570 (aperture 5660 microns) and retained on IS Sieve 280 (aperture 2818 microns)' has been substituted for 'passing a Sieve of 3 to 6 meshes per inch'.	15th November 1961
8.	IS : 326-1952 Methods of Test for Essential Oils.	S.R.O. 658 dated 26 March 1955	No. 1 October 1961	The existing Sub-clause 13.3.1 has been deleted and substituted by a new Sub-clause.	15th November 1961
9.	IS : 331-1951 Specification for Chrome Salt.	S.R.O. 658 dated 26 March 1955	No. 1 September 1961	(i) In Appendix A, clause 3.1, line 7, '1 kg' has been substituted for '2 lb (or 1 kg)'. (ii) In Appendix A, clause 4.1, lines 1 and 2 '200 g' has been substituted for '8 oz (or 250 g)'.	15th November 1961
10.	IS : 332-1951 Specification for Chrome Alum Potash.	S.R.O. 658 dated 26 March 1955	No. 1 September 1961	(i) In Appendix A, clause 3.1, line 3 '100 mm' has been substituted for '4 in. (or 100 mm)'.	15th November 1961

(1)	(2)	(3)	(4)	(5)	(6)
				(ii) In Appendix A, clause 3.1, line 4 '50 mm' has been substituted for '2 in. (or 50 mm)'.	
				(iii) In Appendix A, clause 3.1, line 9 '1 kg' has been substituted for '2 lb (or 1 kg)'.	
				(iv) In Appendix A, clause 4.1, lines 1 and 2 '200 g' has been substituted for '8 oz (or 250 g)'.	
11.	IS : 333-1951 Specification for Potassium Permanganate, Technical and Pharmaceutical,	S.R.O. 658 dated 26 March 1955	No. 1 September 1961	(i) In clause A-3.1, 15th line 8 '1 kg' has been substituted for '2 lb (or 1 kg)'.	November 1961
				(ii) In clause A-3.2, line 2 '100 g' has been substituted for '4 oz (or 110 g)'.	
12.	IS : 376-1952 Specification for Sodium Hydroxide, Analytical Reagent.	S.R.O. 658 dated 26 March 1955	No. 1 September 1961	(i) In clause A-3.1, line 8 '1 kg' has been substituted for '2 lb (or 1 kg)'.	15th November 1961
				(ii) In clause A-4.1, lines 1 and 2 '100 g' has been substituted for '4 oz (or 110 g)'.	
				(iii) In Sub-clause B-14.1.1, line 2 '60 ml' has been substituted for '2 oz.'	
				(iv) In Figure 1 on page 8 '60 ml Bottle' has been substituted for '2 oz or 60 ml Bottle'.	
				(v) In Sub-clause B-14.2.20, lines 2 and 3 'passing IS Sieve 570 (aperture 5660 microns) and retained on IS Sieve 280 (aperture 2818 microns)' has been substituted for 'passing a sieve of 3 to 6 meshes per inch (25.4 mm)'.	
13.	IS : 410-1959 Specification for Rolled Brass Plate, Sheet, Strip and Flio (Revised)	S.O. 74 dated 9 January 1960	No. 1 October 1961	(i) In clause 2.4, line 3, clause 2.5, line 3, and clause 2.6, line 2 '500 mm (or 20 in.)' has been substituted for '450 mm (or 18 in.)'.	15th November 1961
				(ii) The existing Sub-clause 9.2.1 has been deleted and substituted by a new Sub-clause.	

(1)	(2)	(3)	(4)	(5)	(6)
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| | | | | (iii) The existing Sub sub-clause 9.2.1.3 has been deleted and substituted by a new sub-sub-clause. | |
| | | | | (iv) The existing Sub-sub-clause 9.2.1.4 has been deleted and substituted by a new sub-sub-clause. | |
| | | | | (v) The existing Sub-sub-clause 9.2.2.1 has been deleted and substituted by a new sub-sub-clause. | |
| | | | | (vi) In Appendix A, a new Appendix has been added at the end of the text. | |
| 14. | IS:501-1953 Specification for Oxalic Acid, Technical and Analytical Reagent. | S.R.O. 658 dated 26 March 1955 | No.1 September 1961 | (i) In clause A-3.1, line 15th November 1961. '200 g' has been substituted for '8oz (or 250 g)'. | |
| | | | | (ii) In clause A-3.2, lines 1 and 2 '50 g' has been substituted for '20 z (or 50 g)'. | |
| 15. | IS:559-1954 Specification for Chromium Trioxide (Chromic Acid), Analytical Reagent | S.R.O. 658 dated 26 March 1955 | No.1 September 1961 | (i) In clause A-3.1, line 8 '500 g' has been substituted for '1 lb (or 450 g)'. | 15th November 1961. |
| | | | | (ii) In clause A-3.2, line 2 '100 g' has been substituted for '4 oz (or 110 g)'. | |
| 16. | IS:708-1956 Specification for Potassium Chlorate Technical. | S.R.O. 1257 dated 2 June 1956 | No. 2 September, 1961 | (i) In clause A-3.1, line 7 '0.5 kg' has been substituted for 450 g (or 1 lb). | 15th November 1961. |
| | | | | (ii) In clause A-3.2, line 2 '100 g' has been substituted for '100 g (or 4 oz)'. | |
| | | | | (iii) In clause B-8.1, line 4 '6 mm' has been substituted for '4 in'. | |
| | | | | (iv) In clause B-8.1, line 5 '12 mm' has been substituted for '4 in'. | |
| 17. | IS:711-1955 Specification for Ferric Chloride, Technical | S.R.O. 3713 dated 24 December 1955 | No. 1 September 1961 | (i) In clause A-4.1, line 8 '0.5 kg' has been substituted for '0.5 kg (or 1lb)'. | 15th November 1961. |
| | | | | (ii) In clause A-4.2, line 2 '100 g' has been substituted for '120 g (or 4.0 oz)'. | |
| | | | | (iii) In Sub-clause B-12.1.1, line 2 '60 ml' has been substituted for '60 ml (or 2 oz)'. | |

1	2	3	4	5	6
				(iv) In Figure 1 on page 8 '60 ml Bottle' has been substituted for '2 oz or 60 ml Bottle'.	
18.	IS:826-1955 Specification for Ammonium Sulphate, Technical	S.R.O.1033 dated 5 May 1956	No. 1 November 1961	(i) In Sub-clause A-2.2.1, line 2 '10 metric tonnes' has been substituted for '10 000 kg (or 10 tons)'. (ii) In Sub-clause A-3.1.1, line 9 '100 metric tonnes' has been substituted for '100 tons.' (iii) In Sub-clause B-6.1.1, line 2 '60 ml' has been substituted for '2 oz (or 60 ml)'. (iv) In Figure 2 '60 ml. BOTTLE' has been substituted for '2 oz OR 60 ml BOTTLE'.	15th November 1961.
19.	IS:853-1956 Specification for Bone-Meal, Raw	S.R.O. 2203 dated 29 September 1956	No. 1 October 1961	(i) In clause A-3.1, line 8 '0.5 kg' has been substituted for '0.5 kg (or 1 lb)'. (ii) In clause A-3.2, line 2 '50 g' has been substituted for '55 g (or 2 oz)'.	15th November 1961.
20.	IS 880-1956 Specification for Tartaric Acid	S.R.O. 956 dated 30 March 1957	No. 1 September 1961	(i) In Figure 1 on page 6 '60 ml BOTTLE' has been substituted for '2 oz or 60 ml BOTTLE'.	15th November 1961.
21.	IS:1013-1956 Specification for Triple Superphosphate	S.R.O. 1546 dated 18 May 1957	No. 1 November 1961	(i) In clause A-2.2, lines 4 and 17 '0.5 kg' has been substituted for '0.5 kg (or 1 lb)'. (ii) In Sub-clause A-2.2.1, line 2 '10 metric tonnes' has been substituted for '10 000 kg (or 10 tons)'. (iii) In Sub-clause A-2.2.1, lines 3 and 4 '250 g for each metric tonne' has been substituted for '250 g for each 1 000 kg (or 0.50 lb for each ton)'. (iv) In clause A-4.2, line 9 '200 g' has been substituted for '250 g (or 0.5 lb)'. (v) In clause A-4.3, line 2 '50 g' has been substituted for '50 g (or 2 oz)'.	15th November 1961.
22.	IS:1023-1956 Specification for Dicalcium Phosphate	S.R.O.2029 dated 22 June 1957	No. 1 November 1961	(i) In clause A-2.2, lines 4 and 17 '0.5 kg' has been substituted for '0.5 kg (or 1.0 lb)'.	15th November 1961.

(1)	(2)	(3)	(4)	(5)	(6)
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(ii) In Sub-clause A-2.2.1, line 2 '10 metric tonnes' has been substituted for '10 000 kg (or 10 tons)'.

(iii) In Sub-clause A-2.2.1, lines 3 and 4 '250 g for each metric tonne' has been substituted for '250 g for each 1000 kg (or 0.5 lb for each ton)'.

23	IS:1065-1957 Specification for Bleaching Powder, Stable	S.R.O. 2909 dated 14 September 1957	No. 1 September 1961	(i) In clause A-3.1, line 6 '2 kg' has been substituted for '2 kg (or 5 lb)'.	15th November 1961
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(ii) In clause A-4.1, line 2 '200 g' has been substituted for '225 g (or 0.5 lb)'.

24	IS:1113-1957 Specification for Ammonium Chloride, Pure	S.R.O. 3809 dated 30 November 1957	No. 1 November 1961	(i) In clause A-2.1, lines 9 and 10 '100 metric tonnes' has been substituted for '100 000 kg (or 100 tons)'.	15th November 1961
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(ii) In clause A-3.1, line 9 '1 kg' has been substituted for '1 kg (or 2 lb)'.

(iii) In sub-clause C-3.1.1 line '2 60 ml' has been substituted for '60 ml (or 2 oz)'.

(iv) In Figure 2 '60 ml BOTTLE' has been substituted for '2 OZ OR 60 ml BOTTLE'.

25	IS:1534 (Part D)-1960 Specification for Ballasts for Fluorescent Lamps Part I for Switch Start Circuits	S.R.O. 2609 dated 29 October 1960	No. 1 September 1961	(i) In Figure 9 the following has been added below the lower sketch of the figure and above the words 'All dimensions in millimetres.' 'Material-1-mm sheet iron white painted inside and outside.'	15th November 1961
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26	IS:1547-1960 Specification for Infant Milk Foods	S.O. 2319 dated 24 September 1961	No. 1 June 1961	In clause 6.2 the following note has been added after (h):	15th November 1961
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"NOTE--The word 'pure' shall not be used in the markings."

27	IS:1653-1960 Specification for Steel Conduits for Electrical Wiring	S.O. 341 dated 11 February 1961	No. 1 September 1961	(i) The existing clause 0.9 has been deleted and substituted by a new clause.	15th November 1961
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(1)	(2)	(3)	(4)	(5)	(6)
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(ii) The existing Sub-clause 6.1.1 has been deleted and substituted by a new Sub-clause.

Copies of these Amendment Slips are available, free of cost, with the Indian Standards Institution, "Manak Bhavan", 9, Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232, Dr. Dadabhoy Naoroji Road, Fort, Bombay-1, (ii) Third Floor, 11, Sooterkin Street, Calcutta-13, (iii) 2/21, First Line Beach, Madras-1 and (iv) 14/69, Civil Lines, Kanpur.

[No. MD/13:5.]

S.O. 2706.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed, have been established during the period 16th October to 31st October 1961.

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard established.	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1	IS:204-1961 Specification for Tower Bolts (<i>Revised</i>)	IS: 204-1950 Specification for Mild Steel and Brass Door Bolts, Tower and Barrel Types	This standards lays down requirements regarding material dimensions, manufacture and finish of tower bolts (Price Rs. 3.00).
2	IS:426-1961 Specification for Paste Filler for Colour Coats (<i>Revised</i>).	IS:426-1953 Specification for Paste Filler for Colour Coats	This Standard prescribes the requirements and the methods of test for the material commercially known as paste filler for colour coats. The material is used as an ingredient for preparing ready mixed paint, brushing, grey filler, for enamels for use over primers (See IS: 110-1950 Specification for Ready Mixed Paint, Brushing, Grey Filler, for Enamels, for Use over Primers). It is not intended for use as a knifing putty or as a trowelling compound. (Price Re. 1.00).
3	IS:512-1961 Specification for Oil of Citronella (<i>Revised</i>).	IS:512-1954 specification for Citronella Oil.	This standard prescribes the requirements and the methods of test for the material commercially known as the oil of citronella of two types, namely, Ceylon type and Java type. Oil of citronella of the Ceylon type is suitable for use in soap perfumes and for masking odours in sprays, disinfectants and other industrial preparations. Java type of the oil is used in perfumery and as

(1)	(2)	(3)	(4)
			a source of geraniol and citronellol. The aldehydic portion of the oil is also used in the production of hydroxy citronella 1-menthol and other aromatic synthetics (Price Rs. 1.50).
4.	IS:627-1961 Specification for Bicycle Chains (Revised)	IS:627-1955 Specification for Bicycle Chains (Tentative)	This standard covers the requirements of two sizes of chains for bicycles for general use. (Price Rs. 1.50).
5.	IS:1818-1961 Specification for Outdoor Air-Break Isolators and Earthing Switches for Voltages up to 220kV	..	This standard applies to air-break isolating switches and earthing switches for outdoor installation for use in voltages up to 220kV and service frequency of 50 c/s (Price Rs. 5.00).
6.	IS:1833-1961 Specification for Diazinon Technical.	..	This standard prescribes the requirements and the methods of test for diazinon, technical, employed in the preparation of insecticidal formulations (Price Rs. 3.00).
7.	IS: 1846-1961 specification for Lead-Acid Storage Batteries for Aircraft (Aerobatic and Non-Aerobatic)	..	This standard lays down the dimensions constructional details, methods of tests and performance and other requirements of lead-acid storage batteries for use in aircraft of either aerobatic or non-aerobatic type (Price Rs. 4.50).
8.	IS:1848-1961 Specification for Writing and Printing Papers.	..	This standard prescribes the requirements for the commonly used types of writing and printing papers (Price Re. 1.00).

Copies of these Indian Standards are available, for sale, with the Indian Standards Institution, Manak Bhavan, 9, Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232, Dr. Dadabhoi Naoroji Road, Fort, Bombay-1, (ii) Third Floor, 11, Sooterkin Street, Calcutta-13, (iii) 2/21, First Line Beach, Madras-1, and (iv) 14/89, Civil Lines, Kanpur.

[No. MD/13:2.]

S.O. 2707.—In exercise of the powers conferred by sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1953, the Indian Standards Institution hereby notifies the issue of errata slip particulars of which are given in column (4) of the Schedule hereto annexed, in respect of the Indian Standard specified in column (2) of the said Schedule.

THE SCHEDULE

Sl. No.	No. and Title of Indian Standard	No. and date of Gazette Notification in which establishment of Indian Standard was notified	Particulars of Errata Slip Issued
(1)	(2)	(3)	(4)
1.	IS:1089-1957 Specification for Oleum (20 Percent), Technical	S.R.O. 50 dated 4 January 1958	(i) The existing clause B-7.1.5 on page 8 has been deleted and substituted by a new clause.

(1)

(2)

(3)

(4)

(ii) The existing clause B-7.2.2. on page 8 has been deleted and substituted by a new clause.

Copies of this Errata Slip are available, free of cost, with the Indian Standards Institution, Manak Bhavan, 9, Mathura Road, New Delhi-1 and also at its Branch Offices at (i) 232, Dr. Dadabhoy Naoroji Road, Bombay, (ii) Third Floor, 11, Sooterkin Street, Calcutta-13, (iii) 2/21, First Line Beach, Madras-1, and (iv) 14/69, Civil Lines, Kanpur.

[No. MD/13:6.]

New Delhi, the 9th November, 1961

S.O. 2708.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that eight licences, particulars of which are given in the Schedule hereto annexed, have been granted authorizing the licensees to use the Standard Mark.

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and address of the Licensee	Article/Process covered by the Licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L—348 11-10-1961	13-10-61	12-10-62	The Malwa Vanaspathi Chemical Co. Ltd., Bhagirathpura, Indore.	18-Litre Square Tins	IS: 916-1958 Specification for 18-Litre Square Tins.
2	CM/L—349 20-10-1961	1-11-61	31-10-62	Messrs. Cable Corporation of India Limited, Laxmi Building, 6 Ballard Road, Ballard Estate, Fort, Bombay-1.	PVC Insulated (Heavy Duty) Electric Cables for Working Voltages up to and Including 1100 Volts.	IS: 1554 (Part I)-1961 Specification for PVC Insulated (Heavy Duty) Electric Cables Part I for Working Voltages up to and Including 1100 Volts.
3	CM/L—350 25-10-1961	1-11-61	31-10-62	Messrs. Firoz Trading Company Private Limited, Kamer Building, 38 Cawasji Patel Street, Fort, Bombay-1.	Mutton Tallow Grade 1 and 2	IS: 887-1960 Specification for Mutton Tallow
4	CM/L—351 31-10-1961	17-11-61	16-11-62	Messrs. Bharat Wood Works, P.O. Dibrugarh, Assam.	Tea-Chest Plywood Panels	IS: 10-1953 Specification for Plywood Tea-Chests (Revised).
5	CM/L—352 31-10-1961	15-11-61	14-11-62	Messrs. Devidayal Cable Industries Private Ltd., Gupta Mills Estate, Darukhana, Reay Road, Bombay-10.	PVC Cables, 250 Volts Grade	IS: 694-1960 Specification for PVC Cables and Cords for Electric Power and Lighting for Working Voltages up to and Including 650 Volts to Earth.
6	CM/L—353 31-10-1961	15-11-61	14-11-62	Messrs. Union Sales Corporation, 1181-C Parel Tank Road, Parel, Bombay-12.	Oil, Cutting, Soluble	IS: 1115-1957 Specification for Oil, Cutting, Soluble.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
7	CM/L—354 31-10-1961	15-11-61	14-11-62	Messrs. T. Maneklal Manufacturing Company Ltd., Vaswani Mansions, Dinshaw Vachha Road, Bombay-1.	Rubber-Insulated Cables for Electric Power and Lighting, TRS type—250 Volts Grade.	IS : 434-1953 Specification for Rubber-Insulated Cables and Flexible Cords for Electric Power and Lighting (For Working Voltages up to and including 11 kV).
8	CM/L—355 31-10-1961	15-11-61	14-11-62	Messrs. Cauvery Spinning and Weaving Mills Limited, Cauverynagar P.O., Vellanur, Trichy District.	Cotton Yarn, Grey for Handlooms (Counts 32 ^s , 40 ^s and 40 ^s /2 only)	IS : 1539-1960 Specification for Cotton Yarn, Grey, for Handlooms.

[No. MD/12 : 660.]

S. O. 2709.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that nineteen licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article covered by the licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L—15 13-9-1956	2-10-61	1-10-62	Messrs. Khadi and Gramodyog Bhandar, 396 Kalbadevi Road, Bombay-2.	The National Flag of India (Cotton Khadi)	IS : 1—1951 Specification for the National Flag of India (Cotton Khadi)
2	CM/L—20 24-10-1956	24-10-61	23-10-62	Messrs. Shree Digvijay Cement Co. Ltd., Sikka (Saurashtra)	Ordinary, Rapid-Hardening and Low Heat Portland Cement	IS : 269—1958 Specification for Ordinary, Rapid-Hardening and Low Heat Portland Cement.
3	CM/L—134 7-10-1958	1-11-61	31-10-64	The East India Distilleries & Sugar Factories Ltd., Nellikuppam, South Arcot Distt., Madras.	Rectified Spirit, Grade 1	IS : 323—1959 Specification for Rectified Spirit (<i>Revised</i>)
4	CM/L—107 4-11-1958	17-11-61	16-11-62	Messrs. Assam Veneer & Saw Mills Limited, 9, Clive Row, Calcutta-1.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
5	CM/L—108 4-11-1958	17-11-61	16-11-62	The Asiatic Plywood Industries, 30, Strand Road, Calcutta-1.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
6	CM/L—144 28-9-1959	16-10-61	15-10-62	Messrs. Bharat Pulverising Mills Private Limited, 38-A, Sayani Road, Bombay-28.	BHC Dusting Powders	IS : 561—1958 Specification for BHC Dusting Powders (<i>Revised</i>)
7	CM/L—145 28-9-1959	16-10-61	15-10-62	Messrs. Bharat Pulverising Mills Private Limited, 38-A, Sayani Road, Bombay-28.	DDT Dusting Powders	IS : 564—1955 Specification for DDT Dusting Powders
8	CM/L—146 28-9-1959	16-10-61	15-10-62	Messrs. Bharat Pulverising Mills Private Limited, 38-A, Sayani Road, Bombay-28.	BHC Water Dispersible Powder Concentrates	IS : 562—1958 Specification for BHC Water Dispersible-Powder Concentrates (<i>Revised</i>)
9	CM/L—147 28-9-1959	16-10-61	15-10-62	Messrs. Bharat Pulverising Mills Private Limited, 38-A, Sayani Road, Bombay-28.	DDT Water Dispersible Powder Concentrates	IS : 565—1955 Specification for DDT Water Dispersible Powder Concentrates.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
10	CM/L—148 28-9-1959	16-10-61	15-10-62	Messrs. Flintrock Products Private Limited, Belvedere Road, Mazagaon, Bombay-10.	BHC Dusting Powders	IS : 561—1958 Specification for BHC Dusting Powders (<i>Revised</i>)
11	CM/L—150 15-10-1959	1-11-61	31-10-62	The Packing Materials Corporation, 248 Samuel Street, Bombay-3.	Waterproof Packing Paper	IS : 1398—1960 Specification for Packing Paper, Waterproof, Bitumen Laminated.
12	CM/L—153 15-10-1959	1-11-61	31-10-62	The Alkali & Chemical Corporation of India Ltd., 34 Chowringhee, Calcutta-16.	BHC, Technical	IS : 560—1955 Specification for BHC, Technical
13	CM/L—193 3-5-1960	20-9-61	19-9-62	The Kassipur Company Limited, 4, Clive Row, Calcutta-1.	Bitumen Felts for Waterproofing and Damp-Proofing (i) Fibre Base Type-2, Grade I (ii) Hessian Base Type-3, Grade I	IS : 1322—1959 Specification for Bitumen Felts for Waterproofing and Damp-Proofing.
14	CM/L—231 27-9-1960	15-10-61	14-10-62	Messrs. Bharat Pulverising Mills Private Ltd., Chinchpokli Cross Lane, Byculla, Bombay-8.	BHC Dusting Powders	IS : 561—1958 Specification for BHC Dusting Powders (<i>Revised</i>)
15	CM/L—232 17-10-1960	1-11-61	31-10-62	Messrs. Assam Plywood Products, Dibrugarh, (Factory at Kakojan), Assam.	Tea-Chest Plywood Panels	IS : 10—1953 Specification for Plywood Tea-Chests (<i>Revised</i>)
16	CM/L—233 18-10-1960	1-11-61	31-10-62	Messrs. Great Eastern Cutlery Works, 20 Strand Road, Calcutta-1.	Pruning Knives, Hooked and Curved	IS : 619—1955 Specification for Pruning Knives, Hooked and Curved.
17	CM/L—235 18-10-1960	1-11-61	31-10-62	The Vegetable Soap Works, Big Bazar, Calicut-1 (Kerala State)	Toilet Soap	IS : 284—1951 Specification for Toilet Soap
18	CM/L—236 18-10-1960	1-11-61	31-10-62	Messrs. Republic Engg. Corpn. Limited, 7, Chowringhee Road, Calcutta-13.	Bicycle Bottom Bracket Fixed Cups	IS : 1133—1958 Specification for Bicycle Bottom Bracket Fixed Cup.
19	CM/L—237 18-10-1960	1-11-61	31-10-62	The Stoneware Pipes (Madras) Ltd., Trivellore.	Salt-Glazed Stoneware Pipes up to and Including 6" diameter	IS : 651—1955 Specification for Salt-Glazed Stoneware Pipes and Fittings

[No. MD/12 : 30]
LAL C. VERMAN, Director.

MINISTRY OF HEALTH

New Delhi, the 3rd November 1961

S.O. 2710.—In exercise of the powers conferred by section 8A of the Aircraft Act 1934 (22 of 1934), the Central Government hereby makes the following rules to amend the Indian Aircraft (Public Health) Rules, 1954, the same having been previously published as required by section 14 of the said Act, namely:—

1. These Rules may be called the Indian Aircraft (Public Health) Amendment Rules, 1961.

2. In the Indian Aircraft (Public Health) Rules, 1954,—

(i) in sub-rule 1(b) of rule 6, for the words “a copy of that part of the Aircraft General Declaration which contains the health information specified in Schedule II”, the words “the health part of the Aircraft General Declaration which shall conform to the model specified in Schedule II”, shall be substituted;

(ii) for Schedule II, the following Schedule shall be substituted, namely:—

“SCHEDULE II

(See rule 6)

DECLARATION OF HEALTH

Persons on board known to be suffering from illness other than airsickness or the effects of accidents, as well as those cases of illness disembarked during the flight

Any other condition on board which may lead to the spread of diseases

Details of each disinsecting or sanitary treatment (place, date, time method) during the flight. If no disinsecting has been carried out during the flight give details of most recent disinsecting

SGD, if required,

.....
Crew member concerned”.

[No. F. 15-1/61-IH.]

BASHESHAR NATH, Under Secy.

New Delhi, the 10th November 1961

S.O. 2711.—The following draft of certain rules further to amend the Drugs Rules, 1945, which the Central Government proposes to make in exercise of the powers conferred by Sections 12 and 33 of the Drugs Act, 1940 (23 of 1940), after consultation with the Drugs Technical Advisory Board is published as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 31st January, 1962. Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

DRAFT RULES

1. These rules may be called the Drugs (Amendment) Rules, 1961.

2. In the Drugs Rules, 1945, (1) For rules 114 to 119 the following rules shall be substituted namely:—

“114. The tests as prescribed in rules 116 to 119, for the presence of living aerobic or anaerobic bacteria and fungi and such other tests prescribed in Schedule F, if any, shall be carried out by the manufacturer in respect of the following items:—

- (a) sera and solutions of serum proteins intended for injection;
- (b) bacterial vaccines to which Part I(A) of Schedule F applies;
- (c) other vaccines intended for parenteral administration;

- (d) vaccines, antigens and mixtures of toxins of antigens with serum intended to be used for immunising treatment or for diagnosis by inoculation of the patient;
- (e) solutions and suspensions of insulin;
- (f) dry preparations of drugs intended for parenteral use;
- (g) preparations of the posterior lobe of the pituitary body intended for use by injection;
- (h) any other preparations in a form to be administered parenterally except preparations which, after being sealed in containers, have been sterilized by heat, in a manner satisfactory to the licensing authority;
- (i) preparations from cultures of pathogenic organisms in a form to be administered orally, which are required to be sterile;

Provided that

- (i) in the case of dry preparations of drugs intended for parenteral use the tests applied may be with such modifications as the licensing authority may consider necessary, and (ii) if a manufacturer satisfies the licensing authority that he has already in use tests for the presence of living aerobic and anaerobic bacteria or fungi in any of the above named substances and that these tests, as applied by him will detect the presence of such micro-organisms in the substance as ready for issue with a certainty at least equal to that afforded by the application of the tests prescribed by this Part, the Licensing Authority may approve the use of such tests in the place of the prescribed tests, but in such a case the authority may at any time withdraw such approval and require the manufacturer to carry out the prescribed tests.

115. *Application of tests for sterility.*—The tests as prescribed in rules 116 to 119 shall be applied—

- (a) to samples taken from the final bulk material of each batch of the product before filling in final containers, and
- (b) to samples taken from each final lot of final containers.

116. *Amount of samples.*—The samples required to be taken under the last preceding rule shall be taken in the following proportions:

- (a) *For bulk material.*—The quantity taken shall be not less than 0.1 per cent. of the total volume of the batch if the volume is not more than 10 litres, and not less than 10 ml. if the volume is 10 litres or more, but shall in no case be less than 2 ml. if only two separate media are used as prescribed in rule 118(1)(a) or not less than 3 ml. if three separate media are used as prescribed in rule 118(1)(b). In the case of solid substances the quantity taken shall be not less than 100 mg. if only two separate media are used as prescribed in rule 118(1)(a) or 150 mg. if three separate media are used as prescribed in rule 118(1)(b).

Provided that if at the time when the test is made the batch is contained in a number of bulk containers, samples in the foregoing proportions shall be taken from each of such bulk containers and be separately tested;

- (b) *For final containers.*—The number of containers taken for test from every batch shall be not less than 2 per cent of the total number of final containers in the batch or 20 containers whichever is less taken at random from the batch and if so required by the Licensing Authority an additional two containers from each thousand or part of a thousand after the first.

117. *Method of preparing media.*—The tests shall be on suitable fluid media capable of promoting the vigorous growth of common micro-organisms. The media used for detecting the growth of aerobic and anaerobic bacteria, and fungi shall be those described in Part XII-G, of Schedule F.

118. *Method of Testing*.—(i) *For Bulk Material* (a) *Where two separate media are used for the detection of aerobic and anaerobic bacteria and for the detection of fungi respectively*.—2 ml. of the sample taken from each of the bulk containers shall be inoculated into tubes or other vessels containing the media, half of the volume being used for aerobic and anaerobic test and the remaining for fungus test. In case of solid substances a quantity corresponding to 100 mg. shall be taken and divided into two equal parts one part being used for the aerobic and anaerobic test and the remaining part for the fungus test.

(b) *Where three separate media are used for the detection of aerobic bacteria, anaerobic bacteria and fungi*.—3 ml. of the sample taken from each of the bulk containers shall be divided into three equal portions, one portion each being used for the aerobic, anaerobic and fungus test respectively. In case of solid substances a quantity corresponding to 150 mg. shall be taken and divided into three equal parts one part each being used for the aerobic, anaerobic and fungus test respectively.

(2) *For Final Containers*.—

(a) *Where two separate media are used for the detection of aerobic and anaerobic bacteria and for the detection of fungi respectively*.—When the volume in the container is 2 ml. or more, 1 ml. shall be used for each test. When the volume in the container is less than 2 ml. the contents shall be divided into two approximately equal parts one part being used for the aerobic and anaerobic test and the remaining for fungus test. In case of solid substances a quantity corresponding to 100 milligrams from each container or the entire content if the quantity is less than 100 mgm. shall be taken. The quantity taken shall be divided into two equal parts, one part being used for the aerobic and anaerobic test and the remaining for the fungus test.

(b) *Where three separate media are used for the detection of aerobic bacteria, anaerobic bacteria and fungi*.—When the volume in the container is 3 ml. or more, 1 ml. shall be used for each test. When the volume in the container is less than 3 ml. the contents of the container shall be divided in three equal parts one part being used for each test. In the case of solid substances a quantity corresponding to 150 mg. from each container or the entire contents if the quantity in each container is less than 150 mg. shall be taken. The quantity shall be divided into three equal parts each being used for the aerobic, anaerobic and fungus test respectively.

(3) In the case of every substance which is itself bactericidal or bacteriostatic and of every preparation to which a bactericide or bacteriostatic has been added, there shall be added to the sample before it is tested:

(a) such a volume of medium as will dilute the bactericide or bacteriostatic so as to render it ineffective, or

(b) such a substance in such concentration as will neutralise the bactericidal or bacteriostatic activity of the preparation being tested without inhibiting the growth of micro-organisms.

(4) The inoculated tubes or vessels used for the aerobic and anaerobic test shall be incubated at 30° to 32°C for at least seven days while the tubes used for the fungus test shall be incubated at 22° to 25°C for 10 days. All the incubated tubes, shall be examined daily and records shall be kept of the results of the examination of each tube.

119. (1) If at this examination no growth of microorganisms is found in any tubes the sample may be treated as having passed the test.

(2) (a) If at the examination a growth of micro-organism is found in any tube, a further sample shall be taken from the batch in the quantity specified in rule 118 and the test repeated. If on examination of the further sample, no growth of micro-organism is found the sample shall be regarded as having passed the test, but if growth occurs and if the micro-organism found is the same as was found in the first sample tested, the batch shall be treated as not sterile and the material contained in the batch shall not be issued or used as a part of a further batch.

(b) If on such examination a micro-organism is found which is not the same as was found in the first test, the test shall be repeated on a third sample taken from the batch in the quantity specified in rule 118. If on examination of this sample no growth of micro-organism is found the batch shall be regarded as having passed the test; but if any micro-organism is found the batch shall be treated as not sterile and the material contained in the batch shall not be issued or used as a part of a further batch.

(c) No container shall be issued before a sample from the batch of which it forms part is regarded as having passed the test.

(3) The records of sterility tests shall be maintained which shall include the following particulars:—

- (a) Serial number.
- (b) Name of the product, its Batch Number and Batch Size.
- (c) Whether bulk or final container.
- (d) Number of samples used for sterility test.
- (e) Name of antiseptic and its concentration.
- (f) The volume of the inoculum.
- (g) The volume of the culture medium.
- (h) The date of inoculation.
- (i) The daily observation of each inoculated tube during the period of incubation”.

(2) In Schedule F, after Part XII-F, the following new Part shall be inserted:—

“Part XII-G.

Formula and method of preparation of the media used for sterility test—

(1) Media for detection of aerobic bacteria:—

Meat Extract	5.0 g.
Peptone	10.0 g.
Sodium Chloride	5.0 g.
Distilled Water	1,000 ml.

Preparation.—Mix the ingredients and heat gently with shaking until solution is effected. Filter the hot mixture through good quality filter paper. Adjust the reaction with N. sodium Hydroxide so that after sterilisation the pH lies between 6.8 to 7.0. Autoclave at 120°C for five minutes to precipitate phosphates. Filter hot through a muslin filter. Distribute 15 ml. of the medium into suitable test tubes and autoclave at 115°C for 20 minutes (twenty minutes from the time the temperature reaches 115°C).

(2) *Media for detection of anaerobic bacteria.*—The medium is similar to the one used for detecting aerobic bacteria with the addition of either (a) sufficient heat coagulated muscle to occupy a depth of at least 1 cm. of the bottom of the container, or, (b) substances which can decrease the oxidation—reduction potential of the final medium sufficiently to permit the growth of obligate anaerobic organisms (an oxidation reduction potential indicator such as methylene blue may be added). After the final sterilisation, the pH of the medium lies between 7.4 to 7.5. Before inoculation the tubes containing the media should be heated for 15 minutes in boiling water and cooled.

(3) *Media for detection of fungi and yeast:*—

Maltose	40 g.
Peptone	10 g.
Shredded agar	20 g.
Distilled Water	1,000 ml.

Instead of maltose, malt extract or pure dextrose can be used.

Preparation.—Mix all the ingredients in a container with the agar suspension prepared 24 hours in advance. Place in the autoclave and heat slowly until 120°C is reached. Cool to about 40°C. Shake the container. Filter hot through a good quality filter paper. Place the medium in suitable culture tubes, sterilise at 115°C for 20 minutes and allow to set in a slanting position.”

[No. F. 1-57/61-D.]

B. B. L. BHARADWAJ, Under Secy.

MINISTRY OF TRANSPORT AND COMMUNICATIONS

(P. & T. Board)

New Delhi, the 4th November 1961

S.O. 2712.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951 as introduced by S.O. No. 627, dated the 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 1st day of December, 1961, as the date on which the measured rate system will be introduced in Jamnagar telephone system.

[No. 11-18/61-PHA.]

RAMA KANT,
Director of Telephones (E).

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 3rd November 1961

S.O. 2713.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President is pleased to make the following amendment to the Railway Services (Authorized Pay) Rules, 1960, published with the Ministry of Railways Notification No. PC-59/ROP/1/1 of 2nd August 1960, namely:—

1. In Railway Services (Authorized Pay) Rules, 1960, in rule 8, for explanation 3, the following explanation shall be substituted; namely:—

“Explanation 3.—Where a Railway Servant exercises the option under clause (b) to retain the existing scale in respect of a post held by him in an officiating capacity for the purpose of regulation of pay in that scale under Rule 2017 (FR22) or 2027 (FR31) of the Indian Railway Establishment Code, Volume II, his substantive pay shall be the substantive pay which he would have drawn had he retained the existing scale in respect of the permanent post on which he holds a lien or would have held a lien had his lien not been suspended”.

[No. PC-60/ROP/2/1.]

D. V. REDDY, Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY

New Delhi, the 4th November 1961

S.O. 2714.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Works, Housing and Supply No. S.O. 307, dated the 28th January, 1959, namely:—

In the table below the said notification, for the entries in column 1 against Serial No. 13(a), (b) and (c), the following shall be substituted, namely:—

13(a) Postmaster-General, Gujarat Circle, Ahmedabad.
Postmaster-General, Bengal Circle, Calcutta.
Postmaster-General, Bihar Circle, Patna.
Postmaster-General, Bombay Circle, Bombay.
Postmaster-General, Punjab Circle, Ambala.
Postmaster-General, Madras Circle, Madras.
Postmaster-General, Central Circle, Nagpur.
Postmaster-General, Andhra Circle, Hyderabad.
Postmaster-General, U.P. Circle, Lucknow.
Postmaster-General, Mysore Circle, Bangalore.

(b) Director of P. & T., Orissa Circle, Cuttack.
Director of P. & T., Assam Circle, Shillong.
Director of P. & T., Rajasthan Circle, Jaipur.
Director of P. & T., Kerala Circle, Trivandrum.

- (c) General Manager, Telephones, Calcutta.
General Manager, Telephones, Bombay.
General Manager, Telephones, New Delhi.
- (d) District Manager, Telephones, Madras.
- (e) Manager, Telegraph Workshops, Calcutta.
Manager, Telegraph Workshops, Jabalpur.
Manager, Telegraph Workshops, Bombay.
- (f) Director, Postal Services, Delhi Circle, New Delhi.
- (g) Additional Chief Engineer, Jabalpur Circle, Jabalpur.

[No. 14/3/60-Acc.]

R. C. MEHRA, Under Secy.

MINISTRY OF REHABILITATION

(Office of the Chief Settlement Commissioner)

New Delhi, the 4th November 1961

S.O. 2715.—In exercise of the powers conferred by sub-section (1) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Iqbal Singh, Under Secretary to the Government of Punjab, Rehabilitation Deptt., Jullundur, so long as he holds that post, to be an Asstt. Settlement Commissioner in the State of Punjab, for the purpose of performing in addition to his own duties as Under Secretary to the Government of Punjab, the functions assigned to an Assistant Settlement Commissioner by or under the said Act, in respect of agricultural lands and shops in any rural areas including houses, cattle sheds and vacant sites, if any, in any such area allotted alongwith any such lands and forming part of the Compensation Pool.

[No. 3(59)/L&R/61.]

M. J. SRIVASTAVA,
Settlement Commissioner & *Ex-Officio*
Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING*New Delhi, the 4th November 1961*

S.O. 2716.—In exercise of the powers conferred by sub-rule (3) of rule 8 read with sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints the following persons, after consultation with the Central Board of Film Censors, as members of the Advisory Panel of the said Board at Bombay with immediate effect:—

- (1) Smt. Saraswati Gulrajani.
- (2) Shri Najib Ashraf Nadvi.

[No. 11/2/59-FC.]

R. K. GOVIL, Under Secy.

MINISTRY OF LABOUR AND EMPLOYMENT*New Delhi, the 4th November 1961*

S.O. 2717.—In exercise of the powers conferred by section 6 of the Mica Mines Labour Welfare Fund Act, 1946 (22 of 1946), the Central Government hereby makes the following rules further to amend the Mica Mines Labour Welfare Fund Rules, 1948, namely:—

1. These rules may be called the Mica Mines Labour Welfare Fund (Amendment) Rules, 1961.

2. In the Mica Mines Labour Welfare Fund Rules, 1948, in rule 4 after sub-rule (2), the following sub-rule shall be inserted, namely:—

"3. If a nominated member is unable to attend a meeting of the Advisory Committee, the Central Government may nominate or the body which

is represented by him may, by notice in writing signed on its behalf and by the said member, addressed to the Chairman of the Committee, depute a substitute in his place to attend that meeting. Such nominated or deputed member shall have all the rights of a member in respect of that meeting."

[No. 23(6)/61-MIII.]

A. P. VEERA RAGHAVAN, Under Secy.

New Delhi, the 6th November 1961

S.O. 2718.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Rup Narain Singh, loading clerk, Ashakutty/Fularitand Colliery.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD**

APPLICATION No. 104 of 1960

(Arising out of Reference No. 27 of 1960)

Shri Rup Narain Singh, Loading Clerk—Applicant.

Vs.

The Agent, Ashakutty/Fularitand Colliery—Opposite Party.

In the matter of a complaint under section 33A of the Industrial Disputes Act, 1947.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the Applicant: Shri Lalit Burman, Secretary. Bihar Koyla Mazdoor Sabha.

For the opposite party: Shri S. S. Mukherjee, Advocate, instructed by Shri M. R. Banerjee, Agent and Chief Mining Engineer, Ashakutty/Fularitand Colliery.

STATE: Bihar.

INDUSTRY: Coal.

Dated: Camp Bombay, the 25th October 1961.

AWARD

This is a complaint, dated 22nd December 1960, purporting to be under section 33A of the Industrial Disputes Act, 1947, by one Rup Narayan Singh, a loading clerk of the Ashakutty/Fularitand Colliery, in respect of his dismissal from service by notice, dated 4th September 1960. The complainant's case is that he was a workman concerned in the industrial dispute—Reference No. 27 of 1960—which was pending before this Tribunal, on the date of his dismissal and that as the opposite party had failed to take either its permission or approval, there was a violation of section 33 of the Act, and this complaint was maintainable.

2. The Company's notice, dated 4th September 1960 which was signed by Shri M. R. Banerjee, as Agent of the Colliery, addressed to the complainant stated that, "in spite of our repeated charge sheets and warning letters you could not rectify yourself. Due to your negligence, the company has suffered large loss, in the way of under charges, overloading charges, demurrages and bad loading. The company has lost confidence in you. Considering all these you are hereby given 30 days notice and your services will not be required on and from 5th October 1960."

3. Now, it is admitted that the Agent of the Colliery had filed an application, dated 5th September 1960, purporting to be under section 33(1) (b) of the Industrial Disputes Act, 1947 for the permission of the Tribunal to discharge the applicant and another workman, Shri Jadu Singh, who was working as loading and Depot Chaprasi in that Colliery on and from 5th September 1960, on the ground that due to their negligence the company had suffered considerably in

the way of under charges, over-loading charges, demurrages and bad loading and taking excessive stores; that the company had lost confidence in them and that if they were allowed to work, the mine would have to be closed down due to dissatisfaction of customers for bad loading. To this application the applicant (Rup Narayan Singh) had filed a written statement in reply, dated 29th September 1960, denying the allegations made against him and stating that he had been working with this company for about 30 years and that in the past there had been no complaint against him at any time; that the management had adopted a policy of getting rid of old employees and that the Company's desire to discharge him was motivated by such an extraneous consideration. He, therefore prayed that the company's application under section 33(1)(b) for permission to discharge him should be rejected.

4. As however, Shri G. Palit made his award in Reference No. 27 of 1960 on 31st October 1960, which was published in the Government of India Gazette, dated 26th November 1960, and under section 20(3) of the Industrial Disputes Act, the proceedings in Reference No. 27 of 1960 concluded thirty days thereafter, the Tribunal became functus officio and was, therefore, unable to pass any orders on the management's said application (Application No. 29 of 1960) and parties were informed accordingly by the Tribunal's order, dated 11th March 1961.

5. In the meantime, as stated earlier, this complaint under section 33A (Application No. 104 of 1960) was filed on 23rd December 1960.

6. The opposite party in its written statement and at the hearing has urged the following two preliminary objections against the maintainability of this complaint:—

"1. That the complaint is not maintainable because the complainant Shri Rup Narayan Singh was not a workman concerned in Reference No. 27 of 1960; that the proceedings in Reference No. 27 of 1960 being proceedings under section 36A, of the Industrial Disputes Act, were not proceedings of an industrial dispute and that therefore it was not necessary for management to make an application either for the permission of the Tribunal under section 33(1)(b) or for the approval of the Tribunal under section 33(2)(b) for dismissal of the applicant.

2. Without prejudice, the company contends that since in fact it had made an application under section 33(1)(b), being application No. 29 of 1960 for permission of the Tribunal to dismiss the applicant, there was no violation of section 33 by it, and therefore this complaint was not maintainable."

7. I have in my Award, dated 20th October 1961 in another application under section 36A, being application No. 99 of 1960 also arising out of Reference No. 27 of 1960—considered the first legal objection urged by Shri S. S. Mukherjee and I have there over-ruled the said objection. The arguments urged by Shri Mukherjee in application No. 99 of 1960 were adopted by him in his case. For the reasons stated in my Award in Application No. 99 of 1960. I reject the first legal objection urged by Shri S. S. Mukherjee.

8. With regard to the second legal objection urged by Shri S. S. Mukherjee, in my opinion the same cannot also be upheld because the application No. 29 of 1960, as stated therein, was filed under section 33(1)(b) for the permission of the Tribunal. Now, an application for permission under section 33(1)(b) can only lie if the dismissal is for misconduct connected with the industrial dispute pending before this Tribunal. Section 33(1) is as follows:—

"During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute,

save with the express permission in writing of the authority before which the proceeding is pending."

Now, the misconduct for which Rup Narayan Singh, was dismissed was that his work as loading clerk had been so negligent that the management had lost confidence in him. This misconduct can in no manner be deemed to be connected with the dispute in Reference No. 27 of 1960, which was for determining whether grade II or grade III wages were payable to the workmen known as "Traffics".

Shri Mukherjee in support of his contention has sought to rely upon the judgment of the High Court of Madras in the case of *K. Lakshinarayana Rao vs. the State of Madras and others* (Vol. IX, F.J.R., p. 429 at p. 432). In that case the company had made an application under section 33 for permission of the Tribunal to dismiss the concerned workman, but unfortunately the application was stated as being under section 33A, and the learned State Tribunal, in view of this mistake in the mention of the proper section of the Act, dismissed the application as not maintainable under section 33A. Thereafter, a complaint under section 33A was filed by the workman against the discharge of the some workmen for whom the company had filed its applicant for the permission of the Tribunal. The Tribunal allowed this complaint on the footing that there had been a violation of section 33 by the management. In the Writ Petition filed against this Award, His Lordship Shri Rajgopal Ayyangar J. observed:—

"The foundation of the Tribunal's Award under section 33A is a contravention of section 33 and there cannot be a contravention of that provision when the employer applies for permission, but the Tribunal refuses refers to decide whether the permission should be granted or not. Section 33A is a penal provision and cannot be held to be attracted to a case where an application preferred by the employer is refused to be decided on the merits. The Tribunal cannot say to an applicant under section 33 that his petition is not maintainable or refrain from deciding it on the merits and at the same time entertain a complaint under section 33A based on the allegation that the employer has failed to obtain a permission under section 33, and award relief on such a footing."

The application under section 33 in the Madras case was evidently made before section 33 was amended by Act 36 of 1966. In an application under the old section 33 for discharge or dismissal it was not necessary that the misconduct for which the workman was sought to be dismissed should be one connected with the dispute pending before the Tribunal. All that was necessary to enable an application under the old section 33 to lie was that the workman should be a workman concerned in the dispute and the discharge applied for should take place during the pendency of the proceeding. But under the amended section 33, an application for permission to discharge or dismiss must be in connection with a misconduct connected with the dispute. As I have stated earlier, here the discharge was not sought for any misconduct connected with the subject matter of the dispute i.e. the misconduct was not in any sense connected with the proper wage scales of "Traffics". The application, if at all one was maintainable should have been for approval under section 33(2)(b). But before an application for discharge or dismissal of a workman can be under that subsection, the conditions precedent prescribed by the following proviso thereto, should be satisfied:—

"Provided that no such workman shall be discharged or dismissed unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer."

These are conditions precedent as held by the High Court of Bombay in the case of the *Premier Automobiles Ltd.* (1960 1 LLJ, p. 443). In this case it is clear that the company had not paid the workman one month's wages because in the application No. 29 of 1960, it had stated, "the workman will be paid one month's salary" and had asked that express permission may kindly be granted to him (applicant) to discharge the above named workers on and from 5th September 1960. These averments, taken from the company's application clearly show that even if the application No. 29 of 1960, were to be treated as an application under section 33(2)(b) for approval, it was not legally maintainable because from the averments made in that application itself, it is clear that the conditions precedent as prescribed by the proviso to section 33(2)(b) had not

been fulfilled. In my opinion, before a complaint under section 33A can be rejected it is not only necessary that the employer should establish that he had filed an application under section 33, but that the application filed fulfilled all the requirements of section 33. In other words that the application must be an application maintainable under section 33 and one which has fulfilled all the requirements of that section. This appears to be also the reasoning adopted by the learned Central Government Industrial Tribunal, Shri E. Krishna Murti in his Award in O.P. No. 45 of 1961—the Canara Bank Ltd. vs. S. Nagesh Kamath (The Gazette of India, dated 12th August 1961 at page 1910 at p. 1913) where, before up-holding the Bank's contention that there was no violation of section 33 by it he had satisfied himself that the application filed by the Bank under section 33(2)(b) had fulfilled the condition precedent prescribed by the proviso to that section Shri E. Krishna Murti observed in his Award:—

“Therefore, the Bank did comply with the provisions of section 33(2)(b) when dismissing the workman. If so I fail to see, how there is contravention of section 33. The management filed the necessary application for approval in accordance with the terms of section 33(2)(b), and complied with the requirements of that section. In these circumstances it is clear, that there is no contravention of section 33.”

In the instant complaint, I am satisfied that the management's application under section 33—Application No. 29 of 1960—was clearly not maintainable under section 33(1)(b) because the misconduct with which he was charged was not in any sense connected with the dispute—Reference No. 27 of 1960—pending then before this Tribunal; and that if the application was to be treated as being an application for approval of the action of this management under section 33(2)(b), the application was not maintainable because, from the averments made in the application itself, the management had not complied with the requirements of the proviso to that section. There was thus no proper application under section 33 filed by the management. It must, therefore, be held that there was a violation of section 33 of the Act and therefore the complaint under section 33A, must be held to be maintainable.

For these reasons I also reject the second legal objection of the management and proceed to deal with the complaint on its merits.

I shall now deal with the complaint on its merits. Rup Narayan Singh was evidently working as a loading clerk. The union claims that he has put in thirty years service with the previous and the present owners of the colliery but the management admits his service at this colliery only since September 1946. It is, however, admitted that the complainant was dismissed from service by the company's letter, dated 4th September 1960. The main ground for dismissing him was that because of his repeated negligence and failure to improve in spite of warnings, the company had suffered loss and damage and consequently had lost confidence in him. The company has annexed to its written statement annexures A and A-1 to E and E-1 which are warning letters charge-sheets and show cause notices issued to him prior to its letter of dismissal of 4th September 1960. These are not disputed by the union, but its contention is that these warning letters were issued without any enquiry and that no enquiry had followed these charge-sheets. The union has pointed out that in all there had been four instances of under-loading and one of overloading and considering the long period of his service with the company, it could not be said that the complainant had been guilty of habitual negligence. Shri Lalit Burman appearing for the union has pointed out that annexures A-2 and A-4 had nothing to do with underloading or overloading and that some of the warnings related to minor misconducts like use of fork for removal of rubbish from slack. The union, on the other hand, has relied on certain other documents collectively exhibit W-1, some of which are explanations which Rup Narayan Singh had offered to charge sheets served against him. The union has argued that the dismissal was illegal as no charge-sheet was served upon Rup Narayan Singh charging him with specific instances of negligence in duty, and that no enquiry was held on such a charge-sheet as required by the certified standing orders applicable to collieries. He also argued that the company has resorted to the vague charge of loss of confidence only with a view to getting rid of an old employee. The management on the other hand has relied upon Annexure E forming part of the annexures to the company's written statement, which is a charge-sheet dated 1st July 1960 on which an enquiry (exhibit E-1 collectively), was held. Shri Mukherjee has relied upon a statement made in para 13 of the written statement of the union where impliedly it is admitted that an enquiry

was held but that the enquiry was not a proper enquiry. Shri Mukherjee has argued that as a result of all these previous warnings and the findings of the enquiry on the charge-sheet (part of exhibit E-1), the management's contention that it has lost confidence in the workman was reasonable and justified, and he has relied upon the decision of the Labour Appellate Tribunal in the Jubilee Mill's case (Jubilee Mills Ltd. and Baburao Chintaman and another 1954, 1 LLJ p. 807). In that case, the company had, in an application under section 22 of the Industrial Disputes (Appellate Tribunal) Act, 1950, applied to the Tribunal for permission to dismiss two colliers from the stores on the ground that though they were not found conclusively guilty of theft, the management reasonably suspected them to be responsible for the shortage of stores. On the facts of that case it was held that as there was neither want of *bona fides* on the part of the employer in seeking the permission nor was it a case of unfair labour practice or victimization, the permission for dismissal on the application under section 22 must be granted. Their Lordships observed that employees entrusted with the responsible duty of handling stores must naturally continue to enjoy confidence of the management and it would not be in the interest of the industry if persons not enjoying the confidence of the management are thrust upon it to work in such a department.

But on the facts and circumstances of this case, I hold that the company has not made out a sufficiently convincing case to establish the loss of confidence. It must be remembered that this workman had been in the service of the company for a long number of years, according to the workman for 30 years, and on the admission of the company for almost 14 continuous years. The union has alleged that the management wanted to get rid of its employees under the camouflage of loss of confidence in order to deprive them of the retrenchment and other compensation to which they would otherwise be entitled. From the fact that warning letters were issued without any enquiry and that in the past no enquiry was held on charge sheets and that the only enquiry held was the one at annexure 'E', it is difficult to hold on the merits, that the charge of loss of confidence can be deemed to have been justified.

Apart from this, the union has argued that the order of dismissal is invalid and illegal as the provisions of para 28 of the standing orders had not been fulfilled. Para 28 of the standing orders provides that no order of punishment by way of dismissal, suspension or fine shall be made unless the workman has been given a charge-sheet, and further that the approval of the owner, agent or Chief Mining Engineer is necessary in every case of dismissal. It is admitted that the order of dismissal against the complainant was passed by Shri M. R. Banerjee, who is the Agent and the Chief Mining Engineer of the colliery. In my award in Reference No. 51 of 1960—(employers in relation to the Gaslitan Colliery and their workmen, published in the Gazette of India, dated 22nd April 1961 at pp. 884—886), I held in construing the provisions of a similar standing order, that where an order of dismissal was passed by the General Manager of the Colliery who was also the Agent of the colliery, there was not sufficient compliance with the standing order, and that the provision for approval of the mining agent or chief mining engineer of the colliery to the dismissal of a workman is a safeguard provided in favour of the workman, because it was intended that in a case of dismissal proposed by the Manager or Agent or Chief Mining Engineer a separate higher officer should apply his mind to the facts of the case and the dismissal was to take effect only when the higher officer, the owner in this case, had reviewed the case and had approved of the punishment of dismissal. In a fit case, there is also provision for a separate and independent enquiry by such a higher authority. In this case, the agent of the colliery Shri M. R. Banerjee is also its chief mining engineer, and as the order of dismissal was made by him, the workman did not have the opportunity of the order of dismissal passed by him being considered or reviewed by another independent authority in the colliery. It is admitted that the owners of the colliery are different from its agent and chief mining engineer. Failure to secure the approval of the owner to the dismissal of Rup Narayan Singh must be held to be non-compliance with the provisions of standing order No. 28 and to that extent the order of dismissal is defective and must be held to be illegal and, not proper. In the over-all result, the dismissal must be held to be not justified.

The next question to consider is what relief should be granted to Rup Narayan. In the circumstances stated above I hesitate to order his reinstatement in service. I think this is a case where the ends of justice would be satisfied by my directing the management to pay to Rup Narayan Singh compensation equivalent to seven months' wages. In computing this amount I have taken into account his admitted service as stated by the company which is from September

1946. The amount of wages shall be the basic pay plus dearness allowance to which he was entitled on the date of his dismissal. I further direct that this amount shall be paid to him within a week of this award becoming enforceable.

I award Rs. 50 as costs in favour of the Union.

(Sd.) SALIM M. MERCHANT,

Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

[No. 1/87/59-LRII.]

S.O. 2719.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Rajasthan Minerals and Company, Bhilwara and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
BOMBAY

REFERENCE No. CGIT-42 of 1960

Employers in relation to the Rajasthan Minerals and Co., Bhilwara

AND
their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer,
Bombay, dated the 31st October, 1961.

APPEARANCES:

For the employers: Shri Ruplal Gupta, Joint Secretary, Rajasthan Minerals and Dealers Association, Bhilwara.

For the workmen: No appearance.

STATE, Rajasthan.

INDUSTRY: Mica mining.

AWARD

The Government of India, Ministry of Labour and Employment, by Order No. 23/28/60-LRII, dated 15th December 1960, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947), was pleased to refer the industrial dispute between the parties above named in respect of the subject matters specified in the following schedule to the said order to me for adjudication.

SCHEDULE

"Whether the demand of the workmen of Rajasthan Minerals and Company, Bhilwara for grant of ten days' casual leave and ten days' sick leave in a year is justified or not?"

In spite of notice having been issued to the union as early as on 3rd January 1961 to file its written statement of claim and a reminder, dated 11th May 1961, no written statement of claim was received from the union, with the result that by notice, dated 26th August 1961 the matter was fixed for hearing on 4th September 1961 and parties were informed that if they failed to appear, the dispute would be disposed of for want of prosecution. Upon receipt of this notice the union by telegram, dated 4th September 1961 stated that since its president Shri Rameshchandra was busy in the Lok Sabha and the Secretary was ill they were unable to attend and prayed for an adjournment of the hearing. The management in a telegram of the same date pressed that as the workmen had not filed their statement of claim, the reference should be dismissed. However, in view of the difficulties expressed by the union, the hearing of the dispute was adjourned to 29th September 1961 and both parties were informed of the adjourned date by notice sent to them by registered post on 5th September 1961. By that notice the union was also given time to file its written statement of claim by 14th September 1961. Thereafter the union forwarded its written statement of claim, dated 12th September 1961 which was received in the Tribunal's

office on 16th September 1961, but it failed to furnish a copy of the same to the employers. Consequently, the union was directed by to furnish a copy of its written statement to the company and the hearing fixed for the 29th September 1961 was adjourned. Thereafter the company filed its written statement in reply on 21st September 1961 and the hearing of the dispute was fixed for 12th September 1961 of which notice was sent to both parties by registered post. The union, however, did not appear at the hearing on the 12th October but sent a telegram stating:—

“Mutual settlement agreed and drafter by both parties in case No. CGIT-42 of 1960 on 9th. Second party refused settlement on 10th evening on pretext that Calcutta management denied unable attending within short time. Kindly adjourn date—Gokulprasad, Secretary, Khan Mazdoor Congress, Bhilwara.”

The Union therefore remained absent at the hearing on 12th October 1961 but Shri Ruplal Gupta, Joint Secretary of the Rajasthan Minerals and Dealers Association, who appeared for the employer company, denied that any discussion for settlement had taken place as alleged in the union's telegram. He opposed the application for adjournment, but for the reasons stated in my diary order of that date, I adjourned the hearing to 28th October 1961 and informed both parties by notice, dated 17th October 1961. On 28th October 1961, the date of hearing a telegram, dated 27th October 1961 was received from the union praying for an adjournment on the ground that Shri Gokul Prasad, the Secretary of the Union was out of Bhilwara and was unaware that the date of hearing had been fixed for the 28th instant. At the hearing, Shri Ruplal Gupta, appearing for the employers, opposed the application for adjournment and he stated that Shri Gokul Prasad was aware of today's hearing as he (Shri Ruplal Gupta) had personally told him about it when giving copies of the four documents which he had tendered before this Tribunal at the hearing on 12th October 1961, and he has prayed for the reference to be disposed of for want of prosecution.

It appears to me that the union is not serious in prosecuting this reference. The reference was made to this Tribunal on 15th December 1960 and notices to the parties to file their statements were issued on 3rd January 1961. The union even after several months did not file its statement of claim or take any steps in prosecution of this reference and ultimately, only after receipt of a notice from this Tribunal that the reference would be disposed of for want of prosecution did the union file its statement of claim on 4th September 1961. Thereafter, the union did not make its appearance at the hearings fixed on two occasions i.e. 12th October 1961 and 28th October 1961 but on both the occasions sent telegrams which reached the Tribunal on the dates of hearing. These applications are unsupported by affidavits or any written applications. The union had on both these occasions not shown the courtesy of informing the employers of its intention to apply for an adjournment with the result that the representative of the employer company had, at considerable expense to come to Bombay on the two dates the hearings were fixed. Shri Ruplal Gupta, appearing for the employers, has challenged the grounds on which adjournment of hearing is sought. I am not satisfied that the union is justified in asking for adjournment and therefore refused the adjournment asked for. The employer's representative has attended the hearings on both occasions. The union's office bearers are evidently under the impression that if they send a telegram to the Tribunal asking for an adjournment, the Tribunal is bound to grant the adjournment sought. The sooner such an erroneous impression is corrected, the better for adjudication of Industrial Disputes. The unions must realise that they must prosecute their claims under a reference with diligence, otherwise the very purpose of industrial adjudication is likely to be defeated. I consider that this is a fit case for disposing of the reference for want of prosecution. The reference is therefore disposed of as non-prosecuted.

No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial Tribunal,
Bombay.

[No. 23/28/60-LRII.]

New Delhi, the 10th November 1961

S.O. 2720.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Central Kurkend Coal Company Ltd., P.O. Kusunda and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA.**

REFERENCE No. 3 of 1961.

PARTIES:

Employers in relation to the Central Kurkend Coal Company Limited,
P.O. Kusunda

AND

Their workmen.

PRESENT:

Shri L. P. Dave, Presiding Officer.

APPEARANCES:

For the Employer: Shri S. S. Mukherjee, Advocate.

For the Workmen: Shri Gulab Gupta.

STATE: Bihar.

INDUSTRY: Coal Mines.

Dated October 31, 1961,

AWARD

The Management in relation to the Central Kurkend Coal Company Limited and the Colliery Mazdoor Sangh, Dhanbad, jointly applied to the Central Government for referring an industrial dispute to a Tribunal in respect of the matters set forth below and thereupon the Government of India in the Ministry of Labour & Employment, by their order No. 1/13/60-LR.II, dated 5th September, 1960, referred the said dispute for adjudication to the Industrial Tribunal, Dhanbad. By a subsequent order No. 4/90/61-LR.II, dated 9th June, 1961, the proceedings in relation to the above dispute have been transferred from the Dhanbad Tribunal to this Tribunal for disposal according to law:—

Terms of Reference

- I. Whether the transfer of the following persons from Central Kurkend Colliery of M/s. Central Kurkend Coal Co. Ltd. by the said company to the different collieries shown against the names of each, belonging to different companies under the same Managing agency was legal and justified? What relief are they entitled to?

- | | |
|---|--|
| (1) Shri Khublal Mistry,
Electrician. | Kharkharee Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (2) Shri Kishunlala,
Munshi. | Pathergoria Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (3) Shri Hule Barhi,
Mining Sirdar. | Babisole Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (4) Shri Bhabani Barhi,
Mining Sirdar. | Babisole Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (5) Shri Rahamali Mian,
Mining Sirdar. | Babisole Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (6) Smt. Budhani Kamin,
Sweeper. | Kharkharee Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (7) Smt. Hemia Kamin,
Sweeper. | Kharkharee Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |

- | | |
|---|---|
| (8) Smt. Kusmi Kamin,
Sweeper. | Kharkharee Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (9) Shri Ashraf Mia,
Driller. | Kharkharee Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (10) Shri Kalicharan Dusad,
Line Mistry. | Babisole Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |
| (11) Shri Kodar Dasadh,
Line Mistry. | Babisole Colliery of M/s. Bharat
Mining Corporation (P) Ltd. |

II. Whether the termination of service of Shri Ram Sahai Bhuia was justified? To what relief he is entitled to?

III. Whether the company was justified in not providing Shri Rameshwar Dusadh with light job as recommended by the Central Hospital, Coal Mines Welfare Organisation, Dhanbad? To what relief he is entitled to?

IV. Whether the retrenched workers who have been paid retrenchment compensation only for the years they put in 240 attendances should be paid the compensation for the rest of the whole length of their service period provided they have put in 240 attendances in any of the years of their service with the company?

V. What lump sum amount should be given to Shri Sodagar Singh, Tyndal Mazdoor considering his present pitiable condition?

By their written statement, the workmen contended that the eleven workmen mentioned in item No. 1 of the dispute were working in the Central Kurkend Colliery for a period of more than 15 years; that in 1958 more than 400 workmen were retrenched by the Company and paid retrenchment compensation; that with a view to avoid payment of retrenchment compensation and to harass and victimise the above workmen, the Management served notices to these workmen of transfer to different companies on frivolous grounds; that they protested and challenged the order of transfer, but the Management completely ignored the workmen's representations; that the order of transfer is *mala fide*, illegal and unjustified and is tantamount to the discharge from services and the workmen should, therefore, be reinstated with full wages. The workmen further contended that so far as second item of the dispute was concerned, the services of Shri Ram Sahai Bhuia were terminated on the ground of defect in his eyes; that this was not so; that in any case the said workman was entitled to payment of retrenchment compensation. Regarding item No. 3 of the dispute, the workmen contended that the Management ought to have provided Shri Rameshwar Dusadh with a light job or in alternative he should have been paid retrenchment compensation. The workmen's case regarding item No. 4 is that Sections 25B and 25F of the Industrial Disputes Act have been wrongly interpreted by the Management, who have paid retrenchment compensation to the workmen only for those years in which they had put in an attendance of 240 days or more and did not pay any retrenchment compensation for those years in which they had put in an attendance of less than 240 days and that this interpretation is not correct. The workmen's contention in respect of item No. 5 of the dispute is that Shri Sodagar Singh had served the Company for about 30 years; that he had met with an accident while on duty; that as a result his health had been ruined; that he is in a miserable condition and even on humanitarian grounds his case deserved favourable consideration; and, that he should be given retrenchment compensation and a further sum of Rs. 500 as *ex-gratia* payment.

The employers by their written statement contended that on closure of some of the pits of the colliery, they had to retrench some workmen and transfer some of them to other collieries; that these transfers did not adversely affect their service conditions; that the Central Kurkend Colliery, the Kharkharee Colliery and the Babisole Colliery were under the management of Shri S. C. Jain who was common Director of all the three collieries and that he was competent to order the transfer of workmen of Central Kurkend Colliery to either Kharkharee or Babisole Colliery. The employers further contended that Shri Ram Sahai Bhuia who was winding Engine Khalasi was on examination found to be suffering from cataract and incapable to serve due to loss of vision and his services, were, therefore terminated and that this did not amount to retrenchment. The employers then alleged that they were under no legal obligation

to offer a light job to workman that still they offered a light job of loading mazdoor to Rameshwar Dusadh; but, that when the wagon supply became low, even the permanent wagon loaders were offered alternate jobs and Rameshwar Dusadh was offered job of stacking hard coke which was less strenuous than wagon loading, but he refused to accept it. The employers then contended that their interpretation of Section 25B and 25F of the Industrial Disputes Act is correct and that for the purpose of computing retrenchment compensation, only those years during which a workman had completed attendance of 240 days could be taken into consideration. Regarding the last item of dispute, the employers urged that Shri Sodagar Singh met with an accident on 5th October 1956; that he resumed his duties on 23rd October 1956; that he worked upto 3rd May 1957; that compensation due to him was paid to him; that after this he became totally incapable of performing any work; that his case was taken up by the Union and in course of conciliation proceedings, an agreement was reached according to which his son was given the job of Tyrial Mazdoor on a permanent basis and hence the claim on behalf of Sodagar Singh was not tenable.

The first dispute between the parties is regarding the transfer of eleven workmen. It is not in dispute that the eleven workers were working at the Central Kurkend Colliery of Messrs. Central Kurkend Coal Company Limited for several years. Five of them were transferred to Kharkharee Colliery, and other five to Babisole Colliery and one to Pathorgoria Colliery. These three collieries belong to Messrs. Bharat Mining Corporation (P) Ltd. The employers' case is that as they had not enough work in the Central Kurkend Colliery, these workmen were transferred to the other collieries. The workmen urge that this transfer was illegal and unjustified.

According to the employers, all the above collieries are managed by Shri S. C. Jain, who is the resident Director of all of them. Admittedly, the Central Kurkend Colliery belongs to Messrs. Central Kurkend Coal Company Limited which company has four or five directors, Shri S. C. Jain being one of them. The other three collieries belong to Messrs. Bharat Mining Corporation (P) Ltd. which has several directors and Shri S. C. Jain is also one of them. Shri S. C. Jain is said to be the resident Director of all the collieries and as such he is managing their affairs. It is urged on behalf of the employers that they had a right to transfer the workmen from one colliery to another because all the collieries are under the same management and in this connection reliance is placed on order 26 of the Standing Orders. The relevant portion of this order is, "all workmen are liable to be transferred from one colliery to another under the same management provided such transfer does not cause any prejudice to their wages and other conditions of service."

Under the above order, a workman can be transferred from one colliery to another if both of them are under the same management and the important clause for conciliation would, therefore, be whether the Central Kurkend Colliery is under the same management as Kharkharee colliery. Babisole colliery and Pathorgoria colliery.

Unfortunately, the word 'management' has not been defined under the standing orders. The word is, however, sought to be interpreted in the same manner as Managing Agents. In my opinion, however, such an interpretation would not be correct.

Admittedly the above four collieries belong to different owners, who have different Boards of Directors. Shri S. C. Jain derives his authority to manage the different collieries from the Boards of Directors of the respective companies. Naturally, he cannot mix up the affairs of one company with that of another. Further, he would be acting as an Agent for his principals, namely, the owners of the different companies. He can not have more powers than what his principals have got. The Central Kurkend Coal Company Limited would have no power to transfer one of their workmen to Messrs. Bharat Mining Corporation Limited. If Central Kurkend Coal Co. have no such power, their agent Shri S. C. Jain also could not have any such power.

In my opinion, it could not be said that the Central Kurkend Colliery was under the same management as the other collieries merely because they had the same resident Director. As I said above, the said Director could have no power to mix up affairs of the different companies and he could have no power to transfer the services of a workman of one company to another. In this connection, it may be noted that it may sometimes happen that one of the concerns may be in affluent circumstances while another may not be so. Another concern may even be under insolvent circumstances. A person transferred from an

affluent concern to a poor concern would be put in an worse position because not only would his continuity in service be uncertain but in case of retrenchment he may find the other concern not able to pay to him even the retrenchment compensation. I do not think, therefore, that two different collieries owned by two different concerns can be said to be under the same management only because they have a common resident Director. Further, such a transfer cannot be said to be such as would not cause prejudice to the conditions of service. I, therefore, hold that the transfer of the eleven persons mentioned in item 1 of the terms of reference was not legal and was not justified and the employer must reinstate them in their original jobs and also pay them full wages for the period from the date of their transfer to the date of reinstatement in their original jobs.

The second point of dispute between the parties is regarding the termination of services of one Shri Ram Sahai Bhula. It is not in dispute that this person was working as a winding Engine khalasi. It appears that while he was on duty on 3rd May 1959, there was a case of over winding and on enquiry it was found that he was feeling unwell. He was then examined first by the colliery Medical Officer and later on by the Doctor of the Central hospital and it was found that he was suffering from cataract in both eyes. He was thereupon discharged from service. It is urged that the termination of his service was unjust and he should, therefore, be reinstated with back wages or at any rate retrenchment compensation should be given to him.

It was contended at the hearing before me that cataract was not an incurable disease and that the workman would have been able to serve if his eyesight improved as a result of an operation; and that as there was no permanent disability, his discharge was premature. There is, however, nothing to show whether the disease was incurable or not nor is there anything to show that the workman asked for leave for an operation or the like. Actually from the written statement of the workmen, it appears that this worker had put in more than 40 years of service and must have been quite old.

Apart from this, the question about this worker is now not very important because he is now dead. The question of his reinstatement, therefore, does not survive. It was, however, urged that retrenchment compensation should have been given to him and as he is dead it should be given to his legal representatives. It may be noted that this Tribunal is not working as a Civil court. It can not be said that as the worker is dead, his legal representative should be brought on record or that payment due to the worker should now be ordered to be paid to his legal representatives. This Tribunal has to decide industrial disputes. The dispute in this particular case was regarding the discharge of a particular workman and what was claimed was that either he should be reinstated or retrenchment compensation should be given to him. He being dead, the industrial dispute does not survive and I think it would not be open to this Tribunal to pass any order regarding retrenchment compensation in favour of his representatives.

The third dispute between the parties is regarding a workman named Shri Rameshwar Dusadh. It appears that this worker was not in good health and it is said that a light job was recommended to him. It is contended that he should have been given a light job or if no light job was available, he should have been given retrenchment compensation. It was also alleged that it was agreed during conciliation proceedings that a light job of a guard would be given to him and that such was given to him for a few months, but thereafter he was thrown out of employment. This allegation about an agreement to give him the job of a guard has been denied by Sri Jain in his deposition. He also said that this workman has never worked as a guard. The allegations of the workmen on this point can not, therefore, be accepted.

The Management have urged that there was no legal obligation on their part to offer a light job to any workman; that still they offered him the light job of a loading mazdoor; that later on the wagon supply became worse and they had, therefore, to offer alternate jobs even to permanent wagon loaders and they thereafter offered the job of stacking hard coke to Rameshwar Dusadh which he refused to accept. These allegations of the employers are borne out by their letters, copies of which have been produced at Annexure 6, 6A and 6B (the originals have also been produced).

I agree with the contention of the management that they are not bound to provide a light job to any workman. Of course it may be considered desirable that the Management showed humane considerations to every case and if a person was found not in good health, he may if possible, be given a lighter job. But, that would be a matter entirely in the discretion of the management and no one could say that the employer was bound to give a job involving light work to

a particular worker. If, therefore, the management refused to give a light job to this worker, it could not be said that they were wrong in doing so and the worker could not claim any compensation from the employer for being thrown out of his usual job. The decision of the Labour Appellate Tribunal in the case of Udipi Sri Krishna Bilash, Madras reported at 1955—Vol—II, L.L.J. 43 supports this view.

Apart from this, it appears that so far as this worker was concerned, the management did give him a light job, namely the job of a loading mazdoor. It appears, however, that later on the wagon supply position became worse and the Management were forced to offer alternate jobs even to their permanent loaders. Accordingly they offered the job of stacking hard coke to Rameshwar Dusadh. This worker however, said that he was very weak and if he did the job of stacking hard coke, he would fall ill and he should, therefore, be given the job of loading. The management replied to him that the position of wagon supply was very low and uncertain and hence they were forced to offer alternate jobs to their loading mazdoors. They further said that there was no difference in the workload and nature of work between wagon loading and hard coke stacking and that if he was able to do the job of wagon loading, he could also do the job of hard coke stacking. There is no evidence before me to show that the work of stacking hard coke is more strenuous than that of wagon loading and it could not be said that the work offered to this worker was harder than the work he was doing. The workman cannot insist on a particular kind of work being given to him. He was given a light job and that job had to be changed because of the shortage of wagon supply. The nature of work was not harder and it could not be said that he was not provided with a light job. I would, therefore, hold firstly that the Management were within their rights in refusing to provide a light job to Sri Rameshwar Dushad and secondly that they did provide him with a light job. Sri Rameshwar Dushad is thus not entitled to any relief.

The next dispute between the parties is regarding the interpretation of Sections 25B and 25F of the Industrial Disputes Act. It appears that certain workers were retrenched by the Company and retrenchment compensation was paid to them. In doing so, only those years in which the workers had put in an attendance of 240 days were taken into account, while the years in which the attendance was less than 240 days were not taken into account. The workmen contend that once a person has put in an attendance of 240 days during a period of twelve calendar months, he is entitled to claim retrenchment compensation and thereafter he should be paid retrenchment compensation for the total length of his service, irrespective of the fact whether in a particular year he has or he has not put in attendance of 240 days. On the other hand, the Management urge that the workmen can get retrenchment compensation only in respect of those years in which they have put in an attendance of at least 240 days.

Section 25F lays down the conditions precedent to the retrenchment of workmen. The section lays down that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until the conditions laid down in clauses (a), (b) and (c) are fulfilled. Clause (b) refers to the payment of retrenchment compensation and it lays down that "the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of service or any part thereof in excess of six months". The clause "one year of continuous service" is defined in section 25B and it lays down *inter alia* that a workman, who, during a period of twelve calendar months, has actually worked in an industry for not less than 240 days shall be deemed to have completed one year of continuous service in the industry".

Thus Section 25F lays down that a person would be entitled to retrenchment compensation only if he has been in continuous service for not less than one year. The rate of compensation is laid down in clause (b) and it is that it will be equivalent to fifteen days' average pay for every completed year of service or any part thereof in excess of six months.

The dispute between the parties is about the interpretation of the words 'every completed year of service' and according to the employers, a person cannot claim compensation for any year in which he has not put in an attendance of 240 days. In my opinion, this interpretation is erroneous. There is nothing in clause (b) to justify that completed year of service means a year in which a person has put in an attendance of at least 240 days. An attendance of 240 days is necessary for the purpose of considering if a person has completed one year of continuous service and if he puts in attendance of 240 days during the period of 12 calendar months, he would be deemed under section 25B to have completed

one year of continuous service. As soon as that is done, he becomes entitled to retrenchment compensation and in computing the amount payable to him, one will have to see the total period of service he has completed. In calculating this period of completed years service, it cannot be said that only the years in which he has put in an attendance of 240 days should be taken into account. As I said above, there is nothing in section 25F or in any other section to justify such an interpretation. Actually, the words are, "a person would get compensation at a particular rate for every completed year of service or any part thereof in excess of six months." If the attendance of 240 days is compulsory for considering completed years of service, then the words 'any part thereof in excess of 6 months' would have no meaning.

I may here refer to the decision of the Bombay High Court in the case of J. N. Shogale Vs. New India Rayon Mill Co. Ltd. 1958—Vol—I, LLJ. 28 on which reliance was placed before me by both the sides. In that case, it has been held that a combined reading of sections 25B and 25F of the Industrial Disputes Act makes it clear that if a workman established, that he has, to begin with, put in continuous service for not less than one year, he would forthwith be entitled to claim retrenchment compensation for every completed year of service and that this would be so notwithstanding the fact that in any particular calendar year, he has worked only for 240 days. It has been observed in the case that what is required is that there should be continuity of service and continuity of service does not necessarily mean that the workman must have one completed year of service in every year. It would be sufficient that continuity of service should exist. The High Court disagreed with the view that workman would not be entitled to the payment of retrenchment compensation if he had not done service for every completed year. By necessary implication, it would mean that once the conditions of working for not less than 240 days during the period of twelve calendar months was established, the workman would be entitled to retrenchment compensation for all years that he had served irrespective of the number of days he might have worked in the different years, provided, of course, that the service was continuous. In my opinion, the workers who have been paid retrenchment compensation only for those years in which they had put in 240 days' attendance should also be paid compensation for the rest of the whole length of their service period provided they have put in 240 days attendance in any of the years of their service with the company.

The last point of dispute is regarding a Tyndal Mazdoor named Shri Sodagar Singh. This worker appears to have met with an accident on 5th October 1956. He resumed duties on 23rd October 1956 and worked upto 3rd March 1957 and thereafter became totally incapable of performing any work and was discharged. Compensation payable under the Workman's Compensation Act was duly paid to him. The workmen urged that he was in a miserable condition and even on humanitarian grounds his case deserved favourable consideration. It is up to the employer to consider humanitarian grounds and the Tribunal can not force any employer to make *ex-gratia* payments or payments out of sympathy.

The workmen then claimed that this worker should be paid retrenchment compensation. It appears that this worker was discharged because of incapability to perform work and he could not, therefore, claim retrenchment compensation. It further appears that his case was taken up by the Union and an agreement was reached in the course of conciliation proceedings, a copy of which has been produced by the employers at Annexure A. It shows that the Union had claimed that this workman should be provided with a light job and paid full wages for the period this was not done. The settlement was to the effect that his son should be provided with a job of Tyndal Mazdoor, on a permanent basis. In his deposition, Shri Jain has said that the son of this workman was accordingly appointed a Tyndal Mazdoor on permanent basis. It is further said that later on he had to be retrenched along with other workers and he was paid retrenchment compensation at that time. It was suggested to him that no retrenchment compensation was paid to him, but he denied this.

The position, therefore, is that an industrial dispute regarding this workman was raised by the Union and there was an agreement reached at conciliation proceedings and this agreement was implemented by appointing his son to a particular job on a permanent basis. If that son was subsequently (wrongfully or illegally) discharged or if he was not paid retrenchment compensation, it would be a fresh industrial dispute and could not be covered by the dispute referred to as item No. 5 in this case. In my opinion, therefore, no amount can be ordered to be paid to Shri Sodagar Singh.

I pass my award as above.

Presiding Officer.
[No. 1/13/60-LRII]

New Delhi, the 13th November, 1961

S.O. 2721.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Hind Strip Mining Corporation (Private) Limited, Contractors of D.V.C. Bermo Colliery and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD**

REFERENCE No. 2 OF 1961.

PARTIES:

Employers
In relation to Hind Strip Mining Corporation (P) Ltd., Contractors of
D.V.C. Bermo Colliery;

AND

Their workmen.

PRESENT:

Shri L. P. Dave, Presiding Officer.

APPEARANCES:

For the Employers: Shri D. Narsingh, Advocate.

For the Workmen: Shri B. N. Sharma.

STATE: Bihar.

INDUSTRY: Coal Mines.

Dated, 31st October, 1961

AWARD

By the Government of India, Ministry of Labour & Employment, Order No. 2/181/59-LR.II, dated 6th July 1960 as corrected by subsequent order of even number, dated 21st September 1960, the dispute between the employers in relation to the Hind Strip Mining Corporation, Contractors of D.V.C. Bermo Colliery and their workmen in respect of following matters was referred for adjudication to the Industrial Tribunal, Dhanbad:

- (1) Whether the termination of the services of Sarvashree Jogindra Singh and A. R. Khan, shovel operators of Hind Strip Mining Corporation, Bermo, was justified?
- (2) If not, what relief they are entitled to?

By subsequent Order No. 4/90/61-LR.II, dated 9th June 1961, the proceedings in relation to the above dispute were transferred from the Dhanbad Tribunal to this Tribunal for disposal according to law.

The statement of demand submitted by the Secretary of the Mazdoor Sangh was to the effect that Shri Jogindra Singh and Shri A. R. Khan, who were shovel operators of Messrs. Hind Strip Mining Corporation, reported sick on and from 21st March 1959 and were under medical treatment in the first instance of the Medical Officer of the D.V.C., Bermo Colliery dispensary who under the influence of the Management discharged them before they were fully cured and so they were forced to place themselves under the medical treatment of the Medical Officer of the Government dispensary at Jaridih. After they were fully cured, they submitted fit certificates. The employer took no cognisance of the sick reports and suspended them and later on dismissed them on certain charges. The employer's action was malicious and illegal and therefore the Union demanded that these workmen should be reinstated in service with full payment of back wages.

The employers filed a written statement contending *inter alia* that some shovel operators went on strike from 21st March 1959 in respect of certain demands; that although Sri Jogindra Singh and A. R. Khan were not concerned with the above demand, they were present at the time when a discussion took place between the striking workers and the quarry Superintendent and that they reported sick from 21st March 1959; that in spite of reporting sick, they were seen moving about and hence the seriousness of their sickness was doubted; that they were thereupon asked either to report to the Company's Doctor or to

report for duty; that they, however, did not do either of the two things; that on an enquiry being made from the Medical Officer it was learnt that they were fit; that in spite of this they did not report for duty and as such charge sheets were issued to them on 27th March 1959; that they replied to this with a Medical certificate alleging that they were under the treatment of a qualified doctor and had not fully recovered to join their duty; that they were entitled to free Medical treatment by a qualified Medical Officer of the Employer who was near at hand; that they alleged to have preferred treatment by an outside doctor; that as there was a conflict in the opinion of the two doctors, the Company constituted a Board of doctors and asked the workmen concerned to appear before the same Board on 30th March 1959 and the Assistant Civil Surgeon who was said to be treating these workmen was also requested to be present at the time. The workmen, however, did not appear before the Medical Board nor did the Assistant Civil Surgeon attend it; that thereupon the Company's Medical Officer was requested to examine the workers at their residence and his report was that they were fit; that for remaining absent without permission charge sheets were issued to them on 2nd April 1959; that they gave a reply to the charge sheets; that they were then informed about the time and date of the departmental enquiry which was duly held in their presence after they were given full opportunity to defend themselves; that as a result of the said enquiry, they were found guilty of misconduct and were dismissed; that the termination of their services was thus fully justified.

The workmen filed a rejoinder to the above statement denying the various allegations of the employers. They denied that they were present at the time of the discussion between the striking workmen and the management. They also denied that they were seen moving about. They alleged the medical officer of the D.V.C. expressed his inability to render further treatment to them as the management had pressed him not to do so; that they were compelled to go to the Jaridih dispensary because further treatment was refused to them by the Company's doctor; that the Medical Officer of the Company did go to their residence, but he did not examine them; that the departmental enquiry was not properly conducted and they were not given opportunity to cross examine the witnesses; that the so-called enquiry was merely an eye wash; that the workmen concerned were victimised because they were staunch supporters of the Union.

At the hearing before me, the workers did not press the reference in so far as it related to Shri A. R. Khan. I was told that he has already obtained employment elsewhere and he does not want any relief in this case. The reference, therefore, survives only in so far as Sri Jogindra Singh is concerned and the main question that I have to consider is whether the termination of his services was justified.

It is not in dispute that Sri Jogindra Singh whom I shall hereafter refer as the 'workman concerned' was working as a shovel operator of the Hind Strip Mining Corporation which is a Contractor of D.V.C. Bermo Colliery. It appears that the D.V.C. Bermo Colliery has a Medical dispensary and at the relevant time, Dr. Chakrabarty was in charge thereof. Workers who were working in the colliery whether as employees of the colliery itself or of the Contractor were entitled to free medical treatment at this dispensary. It further appears that in addition the contractor, namely, Hind Strip Mining Corporation had also its own Medical Officer. The workmen however usually went to the D.V.C. dispensary probably because it was nearer.

It is also not in dispute that Sri Jogindra Singh the workman concerned fell ill on 21st March 1959 and went to Dr. Chakrabarty who after examining him recommended that he should not attend duty for two days. On 23rd March 1959 the workman concerned again went to Dr. Chakrabarty who recommended further rest for two days. The workman concerned should, therefore, have joined his duties on 25th March 1959; that day was a holiday and hence the workman had to join his duties on 26th March 1959. He, however, did not do so.

The workmen's case as disclosed at the hearing is to the effect that on 26th March 1959, the workman concerned went to the D.V.C. dispensary, but Dr. Chakrabarty was then not present, being on leave. The Assistant Medical Officer told him (Sri Jogindra Singh) that he had instructions from the employer not to give him a certificate for further relief and he also refused to treat him. On this, the workman went to the Government dispensary at Jaridih where he was examined by the Assistant Civil Surgeon who recommended that he should take rest for a week. The workmen's further allegation is that at the end of

the week he was fit for duty and he, therefore, went to the colliery and reported for duty when an order of suspension and a charge sheet were served on him. In support of these allegations, the workmen have examined Jogindra Singh himself. On the other hand, the employer have examined Dr. Chakrabarty and have also produced several documents.

According to the employers, the workman concerned was really not ill and was seen moving about. They, therefore, wrote to the Medical Officer on 24th March 1959 to let them know as to the details of the disease the workman was suffering from and the time by which he thought that the workman would be fit to resume duties. In reply to this, Dr. Chakrabarty wrote a letter on 26th March 1959 mentioning that Jogindra Singh was suffering from dysentery from 21st March 1959 and was at first given rest for two days; at the end of which he was given further rest for two days as required and that he was to resume his duties from 25th March 1959. But, as it was a holiday, he would have to resume his duties on the 26th instant (see annexures B and B-1 filed with the written statement of the employers).

It appears that before this (namely on 23rd March 1959), the Management had published a notice (Annexure A) referring to the absence of several workmen. So far as Jogindra Singh is concerned, the notice mentioned that he was one of the operators who had reported sick in a group and that all these workmen were seen moving about. The notice, therefore, directed them to report to the Company's Doctor immediately or otherwise they should report for duty.

It may be noted at this stage that in his deposition, the workman Jogindra Singh has admitted that he had been asked by the company to go for treatment to the Company's doctor, but he did not do so because he did not know whether the Company's doctor was good doctor or not and also because he did not know whether he would give him proper treatment or not. This appears to me to be rather strange. The workman had gone to the D.V.C. dispensary on 21st March 1959 and was examined by Dr. Chakrabarty who had given him a certificate for absence for two days. He again went to Dr. Chakrabarty on 23rd March 1959 when a further certificate for another two days was given. As 25th was a holiday, he was due to join duties on 26th. Before this, the Company had given him a notice to appear before the Company's Doctor. In spite of this, he went to a Doctor at Jaridih on 26th. It may be noted that he was entitled to free treatment both at the D.V.C. dispensary which was in charge of Dr. Chakrabarty and also he was entitled to free treatment by the Company's doctor. He says that he went to the D.V.C. dispensary on 26th when Dr. Chakrabarty was not present and his Assistant declined to treat him. It may be noted that these allegations about there being an Assistant Medical Officer and about the Assistant Medical Officer's having declined to treat him, etc., are made by him for the first time in his deposition. All along his case has been that the Medical Officer himself had refused to treat him because pressure was brought upon him by the Management. The Medical Officer, Dr. Chakrabarty, was called as a witness by the Management and probably because of this the workman appears to have given a go by to his original allegation and made out a new case that Dr. Chakrabarty was not present on 26th March 1959 and that his Assistant refused to treat him. Dr. Chakrabarty has been examined and he has denied that he was absent on 26th March 1959. He has also stated that Jogindra Singh never came to the dispensary on that day. The letter (annexure B-1) is a letter written by Dr. Chakrabarty on 26th March 1959 to the Employers and this shows that he was present at the dispensary on that day.

It may then be noted that if the Assistant Medical Officer had refused to treat the workman concerned on 26th March 1959, he should have made a complaint either to Dr. Chakrabarty or to the Management or he should have gone to the Medical Officer of the Company to whom he had already been asked to go by the Management. It was really improper for him to ignore the Medical Officer of the Company and to go all the way to Jaridih which is at quite a good distance from his residence. According to him, he went there in a taxi. In other words, he had to spend not only for the medical fees but also for transport for going to consult the Doctor at Jaridih and his action in doing so, when he had at least two Medical Officers nearby who could have treated him free, is a circumstance, from which one is entitled to infer that his alleged illness was not a fact.

The matter, however, does not rest here. The workman is said to have gone to the Jaridih Doctor and obtained treatment from him from 26th. When a

letter (Annexure C) was written to him on 27th March 1959, stating that according to the advice of the Medical Officer of the D.V.C. Colliery he should have already joined his duties and that he had not done so and was seen moving about with other persons who were on illegal strike, he sent a reply (Annexure B-1) on 28th March 1959. In this reply he stated that he had fallen ill from 21st March 1959; that the Medical Officer of the D.V.C. dispensary had made him fit for duty on 28th March 1959, but actually he was not fit and that he felt that the doctor had declared him fit on the Company's pressure and that having no other solution for treatment of his disease, he had to consult another doctor who had advised him further rest and treatment. Along with this letter he produced a certificate of the Civil Assistant Surgeon to the effect that Jogindra Singh was under his treatment and he had been advised rest for a week. I may mention here that no reference has been made in this reply of the workman as to why he did not go to the Company's doctor as he was asked to do under notice—Annexure A.

On receipt of the above letter the employer wrote to him (*vide* Annexure E) that he had not carried out the instructions to report to the Company's doctor; that he had been declared fit by the Medical Officer of the D.V.C. dispensary and that if he wished to have further treatment, he should have reported to the Company's doctor. The letter further mentioned that he should appear at the office of the Company at 9-30 A.M. on 30th March 1959 for examination by a Board of doctors. It also appears that at the same time the Management wrote a letter (Annexure E-1) to the Civil Assistant Surgeon who was said to have examined the workman concerned and issued him a certificate advising rest for a week. The letter to the Civil Assistant Surgeon mentioned that he had issued a certificate to Jogindra Singh and two other persons named in the letter and all these three individuals were under the treatment of the Medical Officer, D.V.C. Mines who had declared them fit and that they alleged to have been under the Civil Assistant Surgeon's treatment subsequent to this. The letter further mentioned that the workmen had been called to the Company's office at 9-30 A.M. to be examined by a Board of doctors and the Company would appreciate it if the Civil Assistant Surgeon also came to the office at the same time to examine these persons jointly with other doctors and that his fees for the visit would be paid to him.

On 30th March 1959 Jogindra Singh did not appear at the office for examination by a Medical Board nor was the Civil Assistant Surgeon present though he had been requested to come there and though his fees for the visit were promised to be paid to him. The workman concerned, however, wrote a letter to the Company mentioning that he had been advised rest by the Doctor of Jaridih dispensary and that without his advice, it would be not be proper for him to move round or to attend the office as desired by them. The letter further mentioned that he was sending a man to the Jaridih Medical Officer to come to his house and to examine him to see whether he was fit to attend the office of the Company for further examination and that as soon as he received advice he would act accordingly, and an intimation would be sent to the Company. Admittedly no further intimation was sent by the workman to the Company.

In his deposition, the workman has made out a somewhat different case. He said at first that he could not go to the office for examination by a Medical Board as required by the Company because he could not arrange for transport. He admitted that he had not mentioned this fact in his reply to the Company. He then said that he did call the Jaridih doctor and he came to his residence and examined him and advised him not to appear before the Medical Board saying that he should not walk. If this was so, it was open to the workman to have written to the Company stating his inability to attend because of want of transport. He never made this allegation and I do not believe that he did not or could not attend the office for want of transport. In my opinion, he deliberately avoided going to the office for examination by the Medical Board as he must have felt that he would be exposed.

At this stage, I may also mention that after this the Company sent its Medical Officer to the residence of the workman concerned to examine him and he reported that the workman was fit. The workman says that the Medical Officer did not examine him but went away after talking with him. I do not think that a Medical Officer who had been sent specifically to the residence of a person to examine him would go away without examining him nor do I think that the workman would allow him to go away like this. Apart from this, there is one important statement made by the workman in this connection and it is that he told the Medical Officer that he was prepared to join immediately if he was given

light duty. This happened in the evening of 30th March 1959 and this reply of the workman shows that he was at least fit to walk and could have easily attended the Company's office that morning to appear before the Medical Board.

I can quite understand a workman's unwillingness or reluctance to resume duty if he was not well and if his family Doctor advised him not to work and in such case he may be right in preferring the advice of a family Doctor as against his employer's medical officer. Here, however, it was a case where he went to a Doctor who was staying at a distance and whom he did not know and who is stated to have advised him rest. That Doctor was not a family Doctor. Further, if the workman was not satisfied with the opinion of the Medical Officer of the D.V.C. dispensary, he should have first gone to the Company's Doctor. Actually, he had been asked to do so by the Company. In this connection, I might repeat that the workman's present case is that the Assistant Medical Officer had declined to treat him and if so, he should have first complained to Dr. Chakrabarty or got himself examined by Dr. Chakrabarty. If he was dissatisfied with it he should have gone to the Company's Doctor and if even after that, he was not satisfied, he should have gone to the Jaridih dispensary. Apart from this, the want of *bona fides* of the workman is clearly seen from the fact that he deliberately avoided appearance before a Medical Board. He would not have done so if he was really ill. In my opinion, therefore, the Company was right in holding that the workman was really not unwell and that he had deliberately feigned illness. At any rate, it could not be said that the Management's action was not *bona fide* or that it was prompted by improper motives nor can it be said that they wanted to victimise him.

In their rejoinder, the workmen have made allegations that the Management tried to victimise Jogindra Singh as he was a staunch supporter of the Union. But there is not an iota of evidence to show this. Jogindra Singh has not said in his deposition that he was victimised because of his Trade Union activities. In the rejoinder, the workmen have also said that the departmental enquiry was not properly conducted and that the workmen concerned were not given an opportunity to cross examine witnesses and that the statements made by the witnesses were not explained to the workmen in Hindi and that the so-called enquiry was merely an eye wash. Actually, there is no evidence in support of these allegations. Jogindra Singh himself has not said a word in his deposition about his not having had an opportunity to cross examine the witnesses or about the depositions being not explained to him, etc. It may lastly be noted that the Assistant Civil Surgeon who is said to have treated Jogindra Singh on 26th March 1959 and advised him rest for a week has not been examined either before me or before the Management. Actually, no attempt has been made by the workmen even to summon him.

To sum up, the Management duly served a charge sheet on the workman concerned to which he replied. Thereafter, the Management held an enquiry and opportunity was given to the workman to defend himself. On the evidence before it, the Management were entitled to come to the conclusion that the workman was guilty of misconduct. Further, on a review of the evidence and the circumstances of the case on merits also, I think that the decision of the Management was correct. That being so, the termination of services of Sri Jogindra Singh was justified. He would not, therefore, be entitled to any relief.

I pass an award accordingly.

Presiding Officer,

[No. 2/181/59-LRII.]

New Delhi, the 14th November 1961

S.O. 2722.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Sastri Colliery and their workman.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-25 of 1961

Employers in relation to the Sasti Colliery.

AND

their workman.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

Bombay, the 1st November, 1961

APPEARANCES:

For the employers.—Shri S. V. Kanade, Personnel Officer with Shri M. K. Jha, Manager, Sasti Colliery.

For the workman.—No appearance, at the hearing.

STATE: Maharashtra.

INDUSTRY: Coal mining.

AWARD

The Government of India, Ministry of Labour and Employment, by Order No. 2/60/61/LR/II, dated 22nd July, 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), was pleased to refer the industrial dispute between the parties above named, in respect of the subject matters specified in the following schedule to the said order, to me for adjudication:—

SCHEDULE

"Having regard to the nature of the duties performed by Shri Ganpat J. Rangari, Oil Issuer of Sasti Colliery, whether the management is justified in placing him in category II as per Appendix XII of the Award of the All India Industrial Tribunal (Colliery Disputes); if not, whether he should be placed in clerical grade III as per Appendix XVI of the said Award and if so, from what date after the 23rd January, 1961?"

2. After the usual notices were issued the General Secretary, Sasti Colliery Workers' Union, P. O. Ballarpur, filed a written statement of claim dated 5th August, 1961, in which he has stated that formerly Shri Ganpat J. Rangari, the workman in respect of whose categorisation this dispute has been raised, was designated as store issuer and is now designated as oil issue mazdoor and is being paid the wages of category II instead of the wages in the clerical grade III, prescribed by the Mazumdar Award as modified by the decision of the Labour Appellate Tribunal. The union has stated that besides working as an oil issue clerk Shri Rangari had to maintain various records in the discharge of his duties as store issuer which work is also taken from him, in addition to the work of oil issuing clerk. The union has given particulars of the various forms which according to it Shri Rangari was required to maintain. The union, therefore, prayed that Rangari should be classified as a clerk grade III and should be paid his back wages on that basis from the date of the Mazumdar Award.

3. The company in its written statement has denied these allegations and has stated that Rangari had been properly designated as oil issue mazdoor and had been properly placed in category II. The management has stated that the work of maintaining the attendance register of the miners to whom oil is issued occupies Rangari only for about 40 minutes in the beginning of the shift when he delivers oil to the workers and for the rest of the time he does the manual work of issuing stores. The management has further stated that after the Conciliation Officer made his failure report dated 28th February, 1961, and before this reference was made, the company had on and from 7th July, 1961, transferred Rangari as a shot issuer and he was being paid wages in category V, prescribed for shot issuers by the Mazumdar Award, as modified by the decision of the Labour Appellate Tribunal of India and the award dated 30th December, 1959, of the Arbitrator Colliery Disputes, Shri A. Das Gupta.

4. At the hearing of this dispute on 31st October, 1961, the union did not appear, but sent the following telegram confirmation of which has been received later by post:—

“Ganpat Rangari, oil issue clerk working as shots issuer pray confirm the category from the date of performance as shot issuer. Krishnarao Secy., Sasti Colliery Workers Union”.

When this telegram was shown to the representatives of the management at the hearing of this dispute on 31st October, 1961, they stated that they had no objection to confirming Rangari in the category of a shot issuer from 7th July, 1961, because, in fact, he was working in that capacity from that date and was being paid the wages of category V as against category II wages which he was being paid before when he was working as oil issuer. Thus the parties have agreed that Rangari should be confirmed in the post of shot issuer with effect from 7th July, 1961, and be paid category V wages and they have prayed for a direction from me to that effect in settlement of this dispute, and I direct accordingly.

No order as to costs.

Sd./- SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial Tribunal,
Bombay.

[No. 2/60/61-LRII.]

S.O. 2723.—In exercise of the powers conferred by section 39 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby directs that the power conferred on it under sub-section (1) of section 34 of the said Act, shall, in respect of offences punishable under section 26, section 28, section 29, section 30 and section 31 of that Act, be exercisable also by the Chief Labour Commissioner (Central), New Delhi.

[No. 1/96/60-LRI.]

A. L. HANDA, Under Secy.

New Delhi, the 4th November 1961

S.O. 2724.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 12th November, 1961, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force), Chapter V and Chapter VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the area of Taluka Bassin in Thana District in the State of Maharashtra.

[No. F. 13(12)/61-HI.]

New Delhi, the 9th November 1961

S.O. 2725.—In exercise of the powers conferred by section 90 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 1930, dated the 15th September, 1958, namely:—

In the preamble to said notification for the words “Workshop of the Indian Bureau of Mines, Calcutta”, the words “Workshop of the Indian Bureau of Mines, Nagpur” shall be substituted.

[No. F. HI-6(47)/58.]

New Delhi, the 14th November 1961

S.O. 2726.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948, (34 of 1948), the Central Government hereby appoints the 19th November, 1961, as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought

into force), Chapter V, and Chapter VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act, shall come into force in the following areas of Vizianagaram in the State of Andhra Pradesh, namely:—

Areas comprised in the Vizianagaram Municipality lying within the limits of the following revenue villages:

1. North—Venugopalapuram (No. 168) 1st bit, Gajularega No. 95, Vizianagaram and bit No. 170.
2. East—Vizianagaram 2nd bit—170, Jammunarayanampuram No. 89.
3. South—Vizianagaram 1st bit No. 91, Dharamapuri No. 88, Jammunarayanampuram No. 89.
4. West—Kanakapaka—No. 93, Dupnada No. 92.

[No. F. 13(13)/61-HI.]

BALWANT SINGH, Under Secy.

New Delhi, the 9th November 1961

S.O. 2727.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Indian Bank Limited and their workmen.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
BOMBAY**

REFERENCE No. CGIT-19 of 1961

Employers in relation to the Indian Bank Ltd.,

AND

their workmen.

PRESENT:

Shri Salim M. Merchant, Presiding Officer.

APPEARANCES:

For the employers: Shri H. Ramanathan, Law Officer of the Bank.

For the workmen: Shri V. Krishnan, President, Indian Bank Employees Union, Bombay with Shri R. Koteswara Rao, the workman concerned.

STATE: Andhra Pradesh.

INDUSTRY: Banking.

Bombay, dated the 31st October 1961

AWARD

The Government of India, Ministry of Labour and Employment, by Order No. 51(1)/61-LRIV, dated 23rd May 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947), was pleased to refer the industrial dispute between the parties abovenamed in respect of the subject matters specified in the following schedule to the said order, to me for adjudication:—

SCHEDULE

“Whether by virtue of the duties performed from the 22nd February 1958, Shri R. Koteswar Rao of the Kurnool Branch of the Bank can be designated as ‘Gollah’ and, if so, to what relief is he entitled?”

2. At the hearing of this dispute on 30th October 1961, after the parties had made their submissions, I suggested that for the period from 22nd February 1958 to 31st October 1958, computed at 33 months, Shri R. Koteswar Rao should be treated as having discharged most of the duties of a ‘Gollah’ and be paid an allowance at the rate of Rs. 20 per month. The amount of Rs. 660 thus arrived at should be paid to Shri R. Koteswar Rao by 6th November 1961. I also suggested that the Bank should pay to Shri R. Koteswar Rao by the same date another sum of Rs. 75 as costs to defray the expenses incurred by him for attending the hearing of this dispute in Bombay.

3. I am glad to say that the representatives of both parties have accepted my suggestions and I, therefore, made an award accordingly.

4. I further suggested that Shri R. Koteswar Rao be treated as on duty for the period from 26th October 1961 to 1st November 1961 inclusive, and Shri V. Krishnan, the President of the Union, on 30th October 1961. Both these suggestions have also been accepted by the management, and I direct accordingly.

5. Before parting with this reference, I should like to suggest to the management that it should take into consideration the fact that Shri R. Koteswar Rao had discharged most of the duties of a 'Gollah' for a period of 33 months, in promoting him into the next vacancy in a higher post occurring in any one of its branches in Andhra Pradesh.

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial Tribunal,
Bombay.

[No. 51(1)/61-LRIV.]

ORDER

New Delhi, the 14th November 1961

S.O. 2728.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to M/s. Great Eastern Shipping Co. Ltd., Bombay, and their workmen in respect of the matters specified in the Schedule hereto annexed.

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under section 7A of the said Act.

SCHEDULE

How far the demands raised by the workmen of M/s. Great Eastern Shipping Co. Ltd., Bombay, employed in the Bombay Port and Docks in respect of the following matters are justified:—

- (a) gratuity;
- (b) leave travel concessions; and
- (c) leave facilities.

[No. 28/62/61-LRIV.]

G. JAGANNATHAN, Under Secy.

New Delhi, the 10th November 1961

S.O. 2729.—The following draft of a scheme further to amend the Calcutta unregistered Dock Workers (Regulation of Employment) Scheme, 1957, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the 25th November, 1961.

Any objections or suggestions which may be received from any person with respect to the said draft before the date so specified will be taken into consideration by the Central Government.

DRAFT SCHEME

1. This Scheme may be called the Calcutta Unregistered Dock Workers (Regulation of Employment) Second Amendment Scheme, 1961.

2. In clause 3 of the Calcutta Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, hereinafter referred to as the said Scheme after item (a), the following item shall be inserted namely:—

“(aa) ‘Administrative Body’ means the Administrative Body appointed under clause 5 of the Calcutta Dock Workers (Regulation of Employment) Scheme, 1956.”

3. After clause 6 of the said Scheme, the following clause shall be inserted, namely:—

“6-A. *Functions of the Administrative Body.*—The Administrative Body shall be responsible for the administration of this Scheme, under the control and supervision of the Chairman, and shall in particular be responsible for—

- (a) the allocation of the listed workers in the pools constituted under clause 9-B who are available for work, to the listed employers and for this purpose the Administrative Body shall—
 - (i) be deemed to act as an agent for the listed employer;
 - (ii) make the fullest possible use of the listed workers in each pool; and
 - (iii) provide for the maintenance of records of employment and earnings;
- (b) the payment, as agent of the listed employer, to each listed dock worker of all earnings due to the worker from the employer; and
- (c) authorising the employment of unlisted workers if listed workers are not available for work in the pool(s) or in such circumstances as the Chairman may approve.

4. In sub-clause (1) of clause 9-A of the said Scheme, for the second sentence, the following sentence shall be substituted, namely:—

“The names of monthly workers, if any, shall be arranged separately in the list”.

5. In clause 9-B—

- (1) in sub-clause (1), after the words “sub-list of workers”, the words and brackets “(excluding monthly workers)” shall be inserted.
- (ii) in sub-clause (2), for the provisos the following provisos shall be substituted, namely:—

“Provided that baggers shall be employed in gangs, each gang consisting of four workers and in their case the allotment of work by rotation shall be by gangs:

Provided further that each listed employer shall be entitled to employ his monthly workers in preference to listed workers in the pool.”

6. Clauses 9-C, 9-D and 9-E shall be omitted.

7. For clauses 11, 12 and 13 the following clauses shall respectively be substituted, namely:—

“11. *Obligations of listed employer.*—(1) Every listed employer shall be bound by the provisions of this Scheme.

(2) Every listed employer shall pay to the Board such administrative charges as may be fixed by the Board from time to time.

(3) Subject to the provisions of clause 9-B, a listed employer shall not employ a worker other than a dock worker who has been allocated to him by the Administrative Body in accordance with the provisions of clause 6-A.

(4) A listed employer shall in accordance with arrangements made by the Administrative Body submit all available information of his current and future labour requirements.

(5) A listed employer shall lodge with the Administrative Body, unless otherwise directed, a certificate of the output of the gang of baggers at the end of the shift in which the gang worked and such other information as may be required in respect of the listed workers employed by him.

- (6) A listed employer shall pay to the Administrative Body in such manner and at such times as the Chairman may direct the administrative charges payable under sub-clause (2) and the gross wages due to the dock workers.
- (7) A listed employer shall keep such records as the Board may require, and shall produce to the Board or to such persons as may be designated by the Chairman upon reasonable notice all such records and any other documents of any kind relating to listed dock workers and to the work upon which they have been employed and furnish such information relating thereto as may be set out in any notice or direction issued by or on behalf of the Board.

12. *Obligations of listed workers.*—(1) Each listed worker shall be deemed to have accepted the obligations of this Scheme.

(2) A listed dock worker in the pool who is available for work shall be deemed to be in the employment of the Board.

(3) A listed dock worker in the pool who is available for work shall not engage himself for employment under a listed employer unless he is allocated to that employer by the Administrative Body.

(4) A listed dock worker in the pool who is available for work shall carry out the directions of the Administrative Body and shall—

(a) report at such call stands or control points on such days and at such times as may be specified by the Administrative Body;

(b) accept any employment in connection with dock work whether in the category or sub-category in which he has been listed or in any other category or sub-category for which he is considered suitable by the Administrative Body.

(5) A listed dock worker who is available for work when allocated by the Administrative Body for employment under a listed employer shall carry out his duties in accordance with the directions of such listed employer or his authorised representative or supervisor and the rules of the port or place where he is working.

13. *Restriction on employment.*—Subject to the provisions of clauses 1 and 6-A, no person other than a listed employer shall employ any worker on dock work nor shall a listed employer engage for employment or employ a worker on dock work unless that worker is a listed worker."

8. For sub-clauses (3) and (4) of clause 14, the following sub-clauses shall be substituted, namely:—

"(3) A listed dock worker in the pool who fails to comply with any of the provisions of the Scheme, or commits any act of indiscipline or misconduct, may be reported in writing to the Personnel Officer, who may after investigating the matter give him a warning in writing or suspend him for a period not exceeding seven days.

(4) Where in the opinion of the Personnel Officer a higher punishment than that provided in sub-clause (3) is merited, he shall report the case to the Deputy Chairman.

(5) On receipt of the written report from the Personnel Officer under sub-clause (4) or from the Administrative Body that a listed dock worker in the pool has failed to comply with any of the provisions of the Scheme or has committed an act of indiscipline or misconduct or has consistently failed to produce the standard output or has been inefficient in any other manner, the Deputy Chairman may make or cause to be made such further investigation as he may deem fit, and thereafter take any of the following steps, as regards the worker concerned, that is to say, he may impose any of the following penalties:—

(a) give him a warning in writing;

(b) suspend him for a period not exceeding 3 months;

(c) terminate his services after giving 14 days' notice; or

(d) dismiss him.

(6) Before any action is taken under this clause the person concerned shall be given an opportunity to show cause why the proposed action

should not be taken against him. A copy of the final order shall also be communicated to the person concerned.

- (7) The Administrative Body shall be informed simultaneously about the action taken under this clause.

For clause 16, the following clause shall be substituted, namely:—

- "16. *Appeals by workers.*—(1) A listed worker in the pool, who is aggrieved by an order passed by the Personnel Officer or the Deputy Chairman under clause 14 may appeal to the next higher authority namely, the Deputy Chairman or the Chairman, as the case may be.
(2) A dock worker, who has been refused listing under clause 9 may appeal to the Board.
(3) Every appeal under sub-clause (1) or sub-clause (2) shall be in writing and preferred within 14 days of the receipt of the order appealed against and the order passed on such appeal shall be final:

Provided that the appellate authority may for reasons to be recorded, admit an appeal preferred after the expiry of 14 days."

[No. F. 529/11/61-Fac.]

B. K. BHATTACHARYA, Dy. Secy.

CORRIGENDUM

New Delhi, the 4th November 1961

S.O. 2730.—In the notification of the Government of India in the Ministry of Labour and Employment No. LWI(I)6(10)/60, dated the 4th October, 1961, published at page 2695 of Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 14th October 1961 for "Shri B. K. Badheka" read "Shri D. K. Badheka".

[No. LWI(I)6(10)/60.]

K. D. HAJELA, Under Secy.

CORRIGENDUM

New Delhi, the 4th November 1961

S.O. 2731.—In the Ministry of Labour and Employment Notification S.O. 1769, dated the 20th July, 1961, published at pages 1704—1706 of the Gazette of India, Part II, Section 3, sub-section (ii), dated the 29th July, 1961 in item 13 of Schedule II, after "4½ per cent" insert "or 1 per cent".

[No. 9/5/61-PF.II.]

P. D. GAIHA, Under Secy.

